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PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 16, 2025	**[X]**	**Consent**	**[ ]**	**Regular**
	[ ]	**Ordinance**	**[ ]**	**Public Hearing**

Department
Submitted By: **Community Services**
Submitted For: **Behavioral Health and Substance Use Disorder**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Retroactive State Subrecipient Agreements for Opioid Settlement Funding (OSF) (Subrecipient Agreements) with the agencies listed below for the period beginning August 1, 2025 through June 30, 2028, in the amount totaling $4,433,550, of which $1,477,850 is budgeted in the first contract year, with an anticipated annual allocation of $1,477,850 for each subsequent contract year, contingent upon a budgetary appropriation by the Board of County Commissioners (BCC), for the term of these agreements:

A) Genesis Community Health, Inc. (GCH), providing training for medical and behavioral health providers to expand implementation of Screening, Brief Intervention, and Referral to Treatment (SBIRT) services for individuals demonstrating risky substance use behavior, in an amount not to exceed $1,020,000;

B) Rebel Recovery Florida, Inc. (RRF), providing services to individuals with substance use and/or co-occurring disorders to provide peer recovery support, housing navigators, and care coordinators for returning citizens and others that are not involved with the criminal justice system, in an amount not to exceed $1,373,550;

C) The Lord's Place, Inc. (TLP), providing peer-led outreach, recovery support, and housing navigation for adults experiencing unsheltered homelessness with co-occurring substance use and behavioral health disorders, in an amount not to exceed $1,050,000;

D) Palm Beach County Substance Abuse Coalition, Inc. (PBCSAC), for the expansion of pill drop locations that will increase access to safe medication disposal options, in an amount not to exceed $240,000;

E) NAMI Palm Beach County, Inc. (NPBC), providing family-centered initiatives supporting children ages 6-18 and their caregivers in families affected by opioid or other substance use, in an amount not to exceed $300,000; and

F) Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc. (FGAJFCS), providing mental health and substance use first aid training to help individuals recognize when someone is developing or experiencing a substance use or co-occurring mental health crisis. The training will be provided to service providers, caregivers, first responders, educators, people in recovery, and other Palm Beach County (County) residents aged 19 and older, in an amount not to exceed $450,000.

Summary: (Continued on Page 3)

Attachments:
1. Subrecipient Agreement with GCH
2. Subrecipient Agreement with RRF
3. Subrecipient Agreement with TLP
4. Subrecipient Agreement with PBCSAC
5. Subrecipient Agreement with NAMI
6. Subrecipient Agreement with FGAJFCS
7. Florida Opioid Allocation and Statewide Response Agreement
8. List of OSF Expenditures
9. Behavioral Health Substance Use Disorder (BHSUD) Plan 2024

Recommended By:	DocuSigned by: Tamara Malhotra	8/28/2025
	Department Director	**Date**
Approved By:		9/9/25
	~~Assistant~~ County Administrator Deputy	**Date**

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	268,700	1,578,612	1,477,850	1,108,388	
External Revenue	(268,700)	(1,578,612)	(1,477,850)	(1,108,388)	
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					

No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? **Yes** X **No** ____
Does this item include the use of federal funds: **Yes** ____ **No** X
Does this item include the use of state funds? **Yes** X **No** ____

Budget Account No.:

Fund 1490 **Dept** 146 **Unit** Var **Object** 8201 **Program Code** Varies **Program Period** Varies

B. Recommended Sources of Funds/Summary of Fiscal Impact:
The funding source is Opioid Settlement Funds

C. Departmental Fiscal Review: DocuSigned by: Julie Dowe 05AC9C7CC58C4A4...
Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

8/28/25
OFMB 8-8-25

9/4/25
Contract Development and Control 8.27.25

B. Legal Sufficiency:

9/8/25
~~Chief~~ Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

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Summary (Continued from Page 1): These Subrecipient Agreements were conceptually approved by the BCC via Item no. 6B-2 on August 19, 2025, and represent $1,477,850 of the total OSF allocation of $4,433,550 for the first contract year. The Community Services Department (CSD) issued the Behavioral Health Substance Use Disorder (BHSUD) OSF Notice of Funding Opportunity (NOFO), focusing on three (3) priority areas designed to build a robust, resilient, and recovery-oriented ecosystem of care in the County. The NOFO's service categories align with the BHSUD Plan 2024 (Plan 2024) and reinforce the Behavioral Health, Substance Use and/or Co-Occurring Disorders (BHSUCOD) Advisory Committee's recommended allocation of 90% of funding to go towards Social Determinants of Health (SDoH) and 10% of funding to go towards deep-end and crisis care treatment. The service categories included in the NOFO were: Recovery Supports, Community Education and Engagement, and Deep-End Treatment. Community Education and Engagement was further divided into four (4) subcategories: Family Supports; Resilient and Recovery Ready Communities; SBIRT; and Drug Disposal.

During the same FY, GCH will provide training for medical and behavioral health providers to expand implementation of SBIRT for individuals demonstrating risky substance use behavior, serving approximately 1,560 participants. RRF will provide services to individuals with substance use and/or co-occurring disorders, including peer recovery support, housing navigators, and care coordinators for both returning citizens and others who are not involved with the criminal justice system, serving approximately 100 participants.

Also in FY 2026, TLP will provide peer-led outreach, recovery support, and housing navigation for approximately 150 adults experiencing unsheltered homelessness with co-occurring substance use and behavioral health disorders. PBCSAC will establish pill drop locations to increase access to safe medication disposal options for approximately 288 individuals. Additionally, an estimated 215,000 individuals will be engaged and/or reached through media campaigns, and a minimum of 190 lbs. of prescription pills will be collected. NPBC will provide family-centered initiatives supporting children ages 6-18 and their caregivers in families affected by opioid or other substance use, serving approximately 60 families. FGAJFCS will provide mental health awareness and training services to providers, caregivers, first responders, educators, people in recovery, and other County citizens to help individuals recognize when someone is developing or experiencing a substance use or co-occurring mental health crisis, how to navigate such situations, and offer encouragement until professional help arrives.

Retroactive approval is requested due to protracted contract negotiations. Ms. Nancy McConnell, an employee of Rebel Recovery Florida, Inc., is a member of the County's HIV Care Council (Care Council). The Care Council provides no regulation, oversight, management, or policy-setting recommendation regarding the agency contract listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the County Code of Ethics. Countywide (JBR)

Background and Justification:
In 2022, the BCC designated the CSD as the lead entity for planning, administration, coordination, and contracting of BHSUD services in the County. To further enhance the BHSUCOD services in the County's capacity and effectiveness in developing a comprehensive, integrated, and effective prevention, treatment, support, and recovery plan for behavioral health, substance use and co-occurring disorders, the BCC established the BHSUCOD on November 1, 2022.

On November 15, 2022, the BCC approved the Behavioral Health and Substance Use Master Plan 2022 (Plan 2022). Both the BHSUCOD and the Plan 2022 were developed to fulfill the requirements of the State of Florida's Opioid Settlement Clearing Trust Fund, pursuant to Section 17.42 (4)(c), Florida Statutes (2022).

In 2023, CSD, in collaboration with the BHSUCOD, community members, and key stakeholders, underwent a process to update the Plan 2022. The updated Plan 2024 includes strategic recommendations related to BHSUD and the OSF. One key recommendation in the updated plan is the expansion of the Syringe Services Program (SSP) capacity and opportunities.

SUBRECIPIENT AGREEMENT

This Agreement is made as of the _____day of _____, 20_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Genesis Community Health, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **80-0374741**.

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement between the State of Florida Department of Legal Affairs, Office of the Attorney General and certain local governments in the State of Florida, including Palm Beach County, (**EXHIBIT J**), and is the designated recipient of the Opioid Settlement Funds in Palm Beach County; and

WHEREAS, the AGENCY has proposed providing certain services funded by Opioid Settlement Funds; and

WHEREAS, the Board of County Commissioners (BCC) unanimously approved the Behavioral Health and Substance Use Disorder Plan 2024 (2024 Plan) and an opioid settlement fund expense plan on October 22, 2024; and as approved, the 2024 Plan includes: Opioid Settlement Funds be allocated with ninety (90) percent of funds going towards Social Determinants of Health and ten (10) percent towards Deep End Treatment; the COUNTY'S collective and collaborative efforts have been directed at planning, developing and executing a comprehensive person-centered, recovery-oriented ecosystem of care; the County measures its initiatives primarily through a resilience and recovery capital framework because of its ability to capture resilience, health, well-being, social determinants of health and risk factors; and

WHEREAS, the COUNTY is committed to a syndemic approach to address the needs of communities overburdened by concurrent or sequential epidemics of HIV, Behavioral Health, Substance Use Disorders, and/or Housing Instability; and

WHEREAS, the ecosystem, at the Macro level, is concerned with interaction and interdependence of individuals with their surrounding physical, social, and cultural systems to holistically assess how individuals affect and are affected by such systems; and makes accessible a network of services and supports that is person-centered and builds on the strengths and resilience of individuals, families, and communities to achieve improved health, wellness, and quality of life; and

WHEREAS, the Micro level aims to increase an individual's resilience and recovery capital through a network of "Recovery Hubs" and other support services providing non-clinical resources, including peer support, employment and job training linkages, and social and recreational activities intended for people in or seeking recovery; and

WHEREAS, the federal Substance Abuse and Mental Health Services Administration (SAMHSA) indicates resilience is a key component to a system of care and that an extensive literature review found that resilience is unanimously negatively associated with depression, anxiety and trauma symptoms in youth, and is therefore, meaningful for screening purposes in at-risk

populations/situations and further offers better mental health and health outcomes not only in adolescents and children's populations, but in the adult population as well; and

WHEREAS, the COUNTY has utilized Recovery Capital Indexing (RCI) to measure and assess resilience and recovery capital since 2019 and is key to measuring the system of care's success , providing a comprehensive picture of a person's well-being that allows for a personalized approach to recovery and wellness; and

WHEREAS, critical to the BCC's goals of establishing a person-centered, recovery-oriented ecosystem is the emphasis placed on social determinants of health, setting a clear system of care path that is focused on improved long-term recovery outcomes and increased resiliency; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 OPIOID SETTLEMENT FUND FUNDED SERVICES

The AGENCY agrees to provide Screening, Brief Intervention, and Referral to Treatment (SBIRT) Initiative services to residents with substance use disorders of the COUNTY as set forth in **EXHIBIT A - SCOPE OF WORK, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITION**, and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS,** and shall comply with the terms and reporting requirements in **EXHIBIT J - FLORIDA ALLOCATION AND STATEWIDE RESPONSE AGREEMENT BETWEEN STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL AND CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA**. No changes in the scope of work or services are to be conducted without the written approval of Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.)

applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A, EXHIBIT B,** and **EXHIBIT H;** and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on August 1, 2025 and complete services on June 30, 2026. The Agreement will automatically renew for two (2) additional one (1) year term(s) (renewal terms), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.

The parties shall amend this Agreement if there is a change to the Scope of Work/Implementation Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT H,** and **EXHIBIT J.**

ARTICLE 5 PAYMENTS TO THE OPIOID SETTLEMENT FUNDS FUNDED AGENCY

The COUNTY shall pay to the AGENCY for services rendered under this Agreement not to exceed a total amount of **ONE MILLION, TWENTY THOUSAND DOLLARS AND ZERO CENTS ($1,020,000.00) OVER A THREE-YEAR PERIOD, OF WHICH THREE HUNDRED AND FORTY THOUSAND DOLLARS AND ZERO CENTS ($340,000.00) IS BUDGETED IN FISCAL YEAR 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF THREE HUNDRED AND FORTY THOUSAND DOLLARS AND ZERO CENTS ($340,000.00) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement year are set forth in **EXHIBIT B**. In accordance with **EXHIBIT J**, where itemized reimbursement for authorized travel expenses is permitted in this Agreement, AGENCY shall submit bills for any travel expenses in accordance with section 112.061 F.S. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted by the AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities

Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

Should this Agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) business days of receipt of payment from the County.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the BCC, and received from the State of Florida pursuant to **EXHIBIT J**.

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent

wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 AMENDMENTS TO OPIOID SETTLEMENT FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of

funding over 10% must be approved by the BCC.

ARTICLE 9 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy

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specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the State of Florida based on the AGENCY'S provision of services, or failure to provide services, pursuant to this Agreement. The AGENCY also agrees that funds made available pursuant to this Agreement shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 11 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

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ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with a policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover which could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 16 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No

single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 17 HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the Agreement must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 18 OPIOID SETTLEMENT FUNDS FUNDED AGENCY'S PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 19 ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Agreement, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents at the AGENCY's place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

The AGENCY will provide a final close-out report and Financial Reconciliation Statement as set forth in **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

The AGENCY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Agreement.

a. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts and grant revenue by sponsoring agency and contract/grant number if required by the Single Audit Act.

c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst at teaton@pbcgov.org.

The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

d. The audit is due within nine (9) months after the end of the AGENCY'S fiscal year.

e. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.

f. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY have appropriate internal controls verifying the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 20 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 21 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 22 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 23 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this Agreement.

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ARTICLE 24 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by sections 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files,

deliverables, photographs, videos, tape recordings or data relating to the Agreement that have been created as a part of the AGENCY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of Agreement with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

In the event the COUNTY does not receive Opioid Settlement Funding from the State of Florida pursuant to **EXHIBIT J**, this Agreement shall be immediately terminated effective on the date COUNTY is notified that such funding will not continue.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to the Agreement and the AGENCY shall not commence work on any such change until such written Amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail - return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director, Behavioral Health / Substance Abuse Disorder
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:

Deanna Warren, CEO
Genesis Community Health, Inc.
639 E Ocean Ave Suite 409
Boynton Beach, Florida 33435

ARTICLE 33 SCRUTINIZED COMPANIES

A. As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies

that boycott Israel List, or is engaged in a boycott of Israel, pursuant to sections 215.4725, Florida Statutes. Pursuant to sections 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subagencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 34 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the

COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 35 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572,and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJI Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 36 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and

proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 37 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 38 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the Discriminatory Vendor List may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, subcontractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 39 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Agreement.

ARTICLE 40 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 41 FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (SAM) found at www.sam.gov, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 42 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to 42 U.S.C. § 7401 et seq. - Clean Air Act, as amended, and 33 U.S.C. § 1251 et seq. - Federal Water Pollution Control Act, as amended.

The AGENCY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation, as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The AGENCY agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance money.

ARTICLE 43 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401 - Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to

otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

ARTICLE 44 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

AGENCY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the 42 U.S.C. 6201 - Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 45 PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (EPA), at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above $10,000 or where the value of the goods procured during the preceding fiscal year exceeded $10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and vehicular products.

ARTICLE 46 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

AGENCY acknowledges that 31 U.S.C. Chapter 38 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

ARTICLE 47 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with 31 U.S.C. § 3729 - The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subcontractor under the Agreement.

ARTICLE 48 REGULATIONS

The AGENCY shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 49 E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically

verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its Agreement with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 50 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 51 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed EXHIBIT I, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 52 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 53 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S funding

application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Michael A. Caruso
Clerk of the Circuit Court & Comptroller
Palm Beach County

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY: _____
Genesis Community Health, Inc.

DocuSigned by:
BY: DeAnna Warren
7923A6C8449C430...
Authorized Signature

DeAnna Warren
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial
JBR
BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

DocuSigned by:
BY: Taruna Malhotra
1459E4101F1049C...
Department Director

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FY 2026 – 2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
SCOPE OF WORK AND SERVICES

Agency Name:	Genesis Community Health, Inc.
Program Name:	Health SBIRT Initiative
Location:	Palm Beach County, FL
Focus Population:	Primary Care and Behavioral Health Providers
Service Category:	Community Education and Engagement / Screening, Brief Intervention and Referral to Treatment (SBIRT)

Scope of Work

A. Program Description

Genesis Community Health, Inc. (AGENCY), aims to assist in building resilient, recovery-ready communities through a Screening, Brief Intervention, and Referral to Treatment (SBIRT) program. Its goals are to increase the number of providers conducting SBIRT and ensure 90% of those with positive screenings are referred to appropriate intervention services. Additionally, by providing screening, early intervention, and comprehensive treatment services, AGENCY aims to reduce health disparities and improve outcomes for its patients.

SBIRT is a public health model for individuals in various primary and behavioral health settings to identify and treat those who use alcohol and other drugs at risky levels. This program aims to address the identified barriers and to reduce risky alcohol and other drug use and reduce the negative physical and behavioral health consequences of this use. It also aims to integrate recovery management principles as part of the SBIRT initiative, which has been demonstrated to increase chances of successful treatment initiation, enhance engagement and retention, reduce use outcomes, and lead to early re-intervention when a relapse occurs.

B. Priority Population

- **Participant Definition:** Adolescents (ages 16+), young adults, adults, families, and pregnant women who are uninsured or not eligible for Medicaid; Primary and Behavioral Health practitioners in Palm Beach County and clients of Genesis Community Health and system partners.

  Marginalized communities will receive priority consideration within the following areas: Tri-city Glades, Riviera Beach, West Palm Beach, Lake Worth Beach, and Delray Beach. Substance use and behavioral health disorders are significant public health issues that impact people across all demographics. Marginalized groups including racial and ethnic communities, LGBTQIA+ individuals, those living in poverty, and people with disabilities, face disproportionately high rates of substance use and behavioral health disorders. Additionally, marginalized communities have disproportionally lower rates of access to treatment or healthcare services, higher rates of incarceration and recidivism, as well as facing unique cultural barriers and stigma.

- **Eligibility Criteria:** Residents of Palm Beach County showing risky substance use

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behavior and Practitioners (Primary and Behavioral Health) in Palm Beach County.

- **Documentation of Eligibility:** All individuals shall be screened for eligibility. Supporting documentation of eligibility shall be retained in each Individual's file and for Practitioner trainings, sign-in/sign-out sheets.

C. Individuals Served: A minimum of 1,560 unduplicated Individuals screened and practitioners trained to implement SBIRT.

D. Service Delivery:

i. AGENCY shall train primary and behavioral health providers on utilizing Screening, Brief Intervention and Referral to Treatment (SBIRT) protocols.
ii. AGENCY shall ensure primary and behavioral health providers at its Health Center are trained and begin utilizing SBIRT protocols with all individuals showing signs of risky substance use behavior.
iii. AGENCY shall ensure that individuals at its Health Center who "screen in" as having risky substance use behavior are, at a minimum, provided a brief intervention by the provider conducting the screening.
iv. AGENCY shall ensure that individuals it screens who require ongoing treatment are connected to appropriate behavioral health and medical services, as warranted, and are connected to a care coordinator based on screening outcomes.
v. AGENCY shall ensure that Individuals requiring specialized treatment are referred to appropriate health and medical services and are connected to a care coordinator based on screening outcomes.
vi. AGENCY shall ensure that care coordinators facilitate clinical and non-clinical referrals to connect individuals with ongoing services, social supports and recovery support services as needed.
vii. AGENCY shall conduct outreach events, including but not limited to the Shower Truck and Taking it to the Streets.
viii. AGENCY shall provide training, education, and technical assistance to collaborative partners to increase the number of primary and behavioral health providers utilizing SBIRT throughout Palm Beach County and ensure that 90% of individuals screened through SBIRT who have been identified as having risky substance use behaviors are given a brief intervention or referred for further assessment.
ix. AGENCY shall provide training, as needed on utilizing SBIRT, and collaborate with community health providers, including but not limited to, Caridad Center in Boynton Beach, Integrated Health Systems, Inc., Community Health Centers of West Palm Beach, and Trinity Counseling Center's Neighborhood Wellness Alliance.
x. Individuals shall be provided with not less than three (3) resources from which to select for further treatment, intervention, or support. Individual choice and voice shall be considered and respected.
xi. AGENCY will provide a pre-implementation training in Motivational Interviewing and utilize the Feedback, Responsibility, Advice, Menus of options, Empathy, Self-efficacy (FRAMES) approach to primary and behavioral health providers at GCH. These strategies shall be utilized with SBIRT

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protocols, as appropriate.

xii. AGENCY shall ensure its providers and other trained community partner providers use evidence-based screening tools.

xiii. AGENCY shall train not less than 20 new behavioral health and primary care providers annually to implement SBIRT.

xiv. AGENCY shall collaborate with community partners to increase referral resources in and around the communities that are utilizing SBIRT, so as to increase the probability that an individual referred for treatment is able to get the help that is needed. Referrals to treatment may include, without limitation, outpatient counseling, behavioral health/substance use/ medications for opioid use disorders, treatment and/or specialty substance use disorder and recovery services.

xv. AGENCY shall participate in the Palm Beach County Wellness Initiative by administering the Resiliency (Recovery) Capital Index (RCI) to individuals being seen its healthcare facilities, whether for care or for screenings. The RCI shall also be administered during outreach events with community partners. Once a baseline RCI is completed, GCH shall ensure that RCI surveys are set at a cadence of administration every thirty (30) days. The RCI should be used to develop Individualized Resiliency Plans (IRP) with individuals who remain engaged with AGENCY and encouraged for other SBIRT-trained integrated care locations.

xvi. AGENCY shall hire and oversee certified peer recovery specialists whom GCH will train as Community Health Workers to expand the organization's outreach efforts to conduct SBIRT in vulnerable communities.

xvii. AGENCY shall utilize validated instruments for screening and comply with HIPAA and individual privacy rights.

xviii. AGENCY shall not restrict referrals solely to agencies with whom there have been long-standing partnerships. Instead, GCH should seek to establish additional partnerships with grassroots organizations in areas with vulnerable populations.

xix. AGENCY agrees to comply with all Programmatic Requirements (Exhibit H)

E. Program Outcomes

SBIRT Trainings for providers

Outcome	Increase the number of Primary and Behavioral Health Providers utilizing SBIRT.
Indicator	Increase number of Providers utilizing SBIRT by a minimum of 20 from baseline survey in each of the fiscal years.

SBIRT Screenings for providers

Outcome	Increase the number of SBIRT Screenings both within the organization and by its community partners

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Indicator	Increase the number of completed SBIRT screenings each year by 150.
Indicator	90% of individuals screened through SBIRT that have been identified as having risky substance use behaviors are referred for further assessment.

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their

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contract.

AGENCY will provide a written description of its CQM project after the required training.

AGENCY will implement its CQM project by the end of the second quarter.

AGENCY will report on the progress of its CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Genesis Community Health, Inc.
Program Name: Community Health SBIRT Initiative
Service Category: Community Education/SBIRT

Description	Units Costs*	Total Year 1	Total Year 2	Total Year 3	Total Contract Amount
Service: Operating Costs Payment of program expenses directly with SBIRT support services (as described in **Exhibit A**, Scope of Work).	Actual	$323,810	$323,810	$323,810	$971,430
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual	$16,190	$16,190	$16,190	$48,570
Total Contract		**$340,000**	**$340,000**	**$340,000**	**$1,020,000**

**Administrative Expense are capped at 5% of Total Operating Expenses. To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract Award.*

All expenditures shall be in accordance with all Federal, State, and local laws and the State of Florida Opioid Settlement Agreement.

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered.

The backup documentation must be submitted along with the invoice and signed cover letter that includes but is not limited to the following, –copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as part of the invoice submission, and via desk and/or on-site monitoring on a periodic basis.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed five percent (5%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*

- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*

- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*

- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract/Agreement and this exhibit without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.

3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Contract/Agreement and for purposes of inspection of the Premises generally.

6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/Agreement and this exhibit amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Contract/Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in section 768.28, Florida Statutes.

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COMMUNITY SERVICES DEPARTMENT
FY 2026 Opioid Settlement Funds (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Genesis Community Health, Inc.		Program Name	Genesis Community Health SBIRT Initiative			
Name of person completing this logic model:	DeAnna Warren		Email of person completing this logic model:	dwarren@gencomhealth.org		Phone # of person completing this logic model:	561-806-6835 ext 7401

Identified Problem, Need, or Situation	Service or Activity	Outcome *General statement of results expected*	Projected Indicator *# to achieve/# to be served; %; time frame*	Actual Indicator *# achieved/# served; %; time frame*	Measurement Tool	Data Procedures	Frequency *Data Collection and Reporting*
Substance misuse is a pervasive issue in the area, and when groups at risk are screened early, provided brief intervention, and/or referred to more intensive services, they are less likely to experience the detriments of abuse and/or recover sooner	GCH will provide SBIRT training to primary care and behavioral health staff at GCH and at partner health centers in Palm Beach County. Providers will utilize the SBIRT approach to identify patients in need of more intensive treatment or speciality services.	1. Increase the number of Primary and Behavioral Health Providers utilizing SBIRT. 2.Increase the number of SBIRT Screenings both within the organization and by its community partners	Outcome 1: Increase the number of Providers utilizing SBIRT by a minimum of 20 from baseline survey in each of the fiscal years. Outcome 2a. Increase the number of completed SBIRT screenings each year by 150. Outcome 2b: 1404 of 1560 or 90% of individuals screened through SBIRT who have been identified as having risky substance use behaviors are referred for further assessment.		Output Tool: Training Records Outcome Tool: I. Training Records of Providers using SBIRT 2. Electronic Health Records (EHR) system; SBIRT Screening Tools	Who does it?: Primary Care and Behavioral Health Providers, Care Coordination Staff What is the process?: GCH will record the number of providers receiving SBIRT training in the county. Providers will perform SBIRT services using screening tools and document treatment and referrals in the EHR system for Care Coordination staff to monitor. Where is the data stored?: EHR System, GCH SBIRT Training Tracking Document	Data collection will occur on-going.Trainings and assessments will be given at various times but data will be recorded on-going basis during this project.

Mission Statement: Genesis Community Health Inc will serve Christ and the community by providing quality, comprehensive healthcare to all- regardless of ability to pay.

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Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Contract and may result in termination of this Contract.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Opioid Settlement Fund (OSF) Contracts and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administrative and program costs. OSF's cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as part of desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed five percent (5%) of Opioid Settlement Contract funds and shall be included in the overall budget presented for approval. All administrative costs shall be maintained within individual service categories and shall be accounted for in the detailed general ledger. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered.

2. AGENCY will ensure that all expenditures shall be in accordance with all Federal, State, and local laws and **EXHIBIT L** (State of Florida Opioid Settlement Agreement).

3. The AGENCY shall submit quarterly **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT**, along with the following financial statements:

    a. Statement of Cash Flows

    b. Statement of Activities

    c. Statement of Financial Position

4. AGENCY shall be registered and have an Active Status with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year, and have provided services for at least six months. If approved for funding, a formal contract shall be executed, and payment will be made by reimbursement of documented expenses and/or pursuant to **EXHIBIT B** or any amendments thereto.

5. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

6. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

7. AGENCY shall promptly provide data for state and COUNTY mandatory OSF

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funding reporting requirements.

8. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Contract period or thereafter shall be disseminated, except as authorized by statute.

9. AGENY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal, programmatic, and conduct, as outlined in **EXHIBIT A**, **EXHIBIT B**, and in this Article are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly or more as warranted. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative, operational and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

10. AGENCY shall be monitored by the information within the Contract, **EXHIBIT A**, **EXHIBIT B**, and current monitoring tool.

11. AGENCIES with findings during the monitoring phase shall complete a Partnership Agreement within 30 days outlining who is responsible for ensuring that a finding will be corrected, as well as how and when findings will be resolved.

12. Data Entry:

    AGENCY shall provide the DEPARTMENT with participant-level data as requested. AGENCY shall attend data collection and reporting trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or, if approved by COUNTY, a spreadsheet that shall be provided monthly to demonstrate that participants are served. Data submitted shall clearly document all participant admissions and discharges under this Contract, as well as all programs, program participants, services, and strategies employed under this Contract, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Contract and a basis for termination of this Contract. AGENCY shall enter participant data into the designated data reporting system or spreadsheet within one (1) business day of a participant's activity in the program. Required data for collection shall include gender, veteran status, race-census categories, ethnicity- census categories, date of birth and age, and living arrangement at program entry and exit.
    Final participant data entry shall be completed by October 15th of each year to ensure compliance with this Contract, as well as to determine AGENCY'S progress in attaining its outcomes as outlined in **EXHIBIT A**.

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13. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Contract or as required by law.

14. AGENCY must enter all programmatic data into the DEPARTMENT designated data entry system.

15. Required Data Systems for AGENCIES receiving COUNTY funds in the Behavioral Health Substance Use Disorder Category:

    AGENCY agrees to partner in the DEPARTMENT's designated data entry system, to execute the necessary Partner and User Contracts, and to fully comply with the terms and conditions as set forth in the Partner and User Contracts, unless otherwise directed by the DEPARTMENT.

    AGENCY shall complete required system training prior to entering data in the identified DEPARTMENT- designated data entry system.

    The DEPARTMENT's - designated data entry system and any other data reporting system(s) designated by the COUNTY shall be the source for data collection and for all data used to determine compliance with programmatic contractual requirements. AGENCY shall submit quarterly programmatic outcomes and fiscal utilization reports using the templates provided by the DEPARTMENT. The templates for these reports can be found on the FAA website, located at Community Services - Financially Assisted Agencies FAA Agreement Resources. Quarterly programmatic outcome and utilization reports shall be submitted to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff directly by no later than 15 days following the end of each quarter (October 15, January 15, April 15, July 15).

16. If AGENCY provides care coordination services, AGENCY shall provide documentation of executed Memorandum of Understanding (MOU) with other behavioral health providers that are required to meet the needs of families within multiple regions across the COUNTY.

17. AGENCY shall comply with applicable county, state and federal certification and/or licensure requirements relevant to services delivered within the service categories.

    AGENCY shall adhere to behavioral health and substance use disorders provider service requirements, and maintain good standing with the State of Florida, Department of Children and Families (DCF) licensing requirements for the appropriate level of substance use treatment services, as applicable, for services AGENCY is providing under this Contract.

18. AGENCY shall ensure that subrecipients, if any, adhere to the same licensure standards as if they were a recipient of funding directly.

19. OSF Service Category Requirements for AGENCIES receiving COUNTY-approved opioid settlement funds include but are not limited to:

20. AGENCY shall have clearly written eligibility criteria and processes that include

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the following:

a. Participants must be a resident of Palm Beach County.

b. Specific programmatic eligibility requirements as stated in **EXHIBIT A.**

c. AGENCY'S applicable policies and procedures and shall be in alignment with Participant eligibility as described in **EXHIBIT A.**

d. AGENCY shall access federal, state and entitlement funding when available to ensure the most efficient use of COUNTY funds.

e. Services shall take place in Palm Beach County.

21. AGENCY shall adhere to the following guiding principles for all substance use and/or co-occurring disorder services:

a. AGENCY utilize the designated Resiliency/Recovery Capital Indexing tool (RCI), which shall be administered to young adult and adult populations experiencing substance use and/or co-occurring disorders. In addition, the RCI shall be used once a Participant is stable enough to obtain a valid and reliable baseline score and re-administered every thirty (30) days thereafter.

b. AGENCY is required to administer Satisfaction Surveys during program engagement and at program end date. Survey results shall be reported on a rolling quarterly basis concurrent with required quarterly reporting due dates, based on the State fiscal year (October 15, January 15, April 15, July 15).

c. AGENCY shall:

- Employ a person-centered, recovery-oriented delivery of services.
- Incorporate strength-based individualized planning and use of data to determine effectiveness of services and participant perception of services.
- Ensure individualized services are based on Participant's needs and expressed priorities and goals.
- Ensure Participant voice and choice are considered and that services are provided in partnership with participants.
- Incorporate a holistic approach, inclusive of assessments of individualized needs.
- Ensure services are provided in a trauma-informed manner and that Participants are provided a "no wrong-door" approach and appropriate warm hand-offs.
- Ensure consistent implementation and integration into care planning and services utilizing the RCI for young adults and adults with substance use disorder and/or co- occurring disorders.
- Employ flexibility and data if services are not producing expected outcomes.

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- Use evidence-based, evidence informed and/or promising practices when delivering services.
- Utilize data to ensure decisions are data-driven and that data are shared across common providers for Participants with appropriate consents and inter-agency data agreements.
- Ensure "warm hand-offs" are made to transition each individual from a provider or through a referral to an organization that will continue care or facilitate ongoing care.

22. Disclosure of Incidents:

AGENCY shall inform COUNTY, by telephone and email to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee, of all unusual incidents that involve any Participants within four to eight (4 - 8) hours of the occurrence of the incidents, and follow up with **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM** within twenty-four (24) hours of the occurrence of said incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of any participant served through the program funded in whole or part through County funds, including OSF funds. All of the incidents require that immediate action is taken to protect Participants from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

23. AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check prior to employment or volunteering and a rescreen every five (5) years for all volunteers and employees to maintain Level 2 standards. Contact with children, the elderly and other vulnerable adult populations, or confidential records is not permitted until screening is complete and the individual is deemed "Eligible"

24. AGENCY shall have an approved Succession Plan indicating how the AGENCY will communicate to the DEPARTMENT if Key Personnel, staff who are directly linked to the funded program, or Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement to the COUNTY to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee for approval annually.

25. AGENCY shall notify COUNTY Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee through the DEPARTMENT'S Incident Notification Process and follow up with **EXHIBIT E** within five (5) business days of the following:

a. Resignation/Termination of CEO, President and/or CFO.

b. Resignation/Termination of Key OSF funded staff.

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c. OSF Funded Staff vacancy position for 90 days or more.

d. Resignation/Termination of Key program staff, OSF Funded or not, who are providing services directly or indirectly.

e. Loss of funding from another Funder that could impact service delivery.

f. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).

g. Inability to have three (3) month's cash flow on hand.

h. Temporary interruption of the delivery of services due to closure, emergency, natural or unnatural disaster.

i. Other incidents that may occur unexpectedly and are not covered above.

26. AGENCY may provide Key Personnel appropriate training according to their staff qualifications and role, including but not limited to:

a. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs) and Motivational Interviewing (MI) training;

b. AGENCY shall ensure staff and Key Leadership Members participate in and understand the reasoning behind incorporating the Resiliency/Recovery Capital Index into the program and that AGENCY engages in training for administering and interpreting data in collaboration with COUNTY's designated vendor.

AGENCY can obtain a list of training resources on the FAA webpage.

27. AGENCY shall provide its By-Laws, as well as a roster of Board of Directors with titles, addresses, and phone numbers, inclusive of non-conflict signed statements.

28. AGENCY shall provide its revised budget, as applicable, if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT, Program and Fiscal Staff.

29. AGENCY shall submit information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc. Updated information shall be provided at least annually to 211 Palm Beach/Treasure Coast, Inc.

30. AGENCY Engagement

The DEPARTMENT and COUNTY rely on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Contract, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they - the taxpayers - are funding.

The names and logos of the AGENCY or program funded under this Contract and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) approved

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logos are below:

Specific Activities - Mandatory:

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

Specific Activities - Recommended:

- When AGENCY describes the DEPARTMENT in written material (including news releases), use the language provided below and available on the DEPARTMENT'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.
- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Contract or the program funded under this Contract sufficiently in advance (e.g., a minimum of two (2) weeks prior) so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on the AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

31. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, **if disclosure is necessary** for the receiving entity to perform its

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duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

32. AGENCY shall be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training must be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:
    - A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    - A tracking component so that AGENCY or the County can verify employee compliance. AGENCY shall furnish an Attestation Statement, within ninety (90) days of execution of this Contract, verifying that a cyber security training is in place for all employees that serve Palm Beach County.

33. AGENCY serving eligible participants/households must:
    - Check Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for individuals/households;
    - Enroll participant(s)/household(s) into the DEPARTMENT-designated data system, and document all service(s) provided;
    - Utilize the Resource and Referral Portal (RRP) in OSCARSS to provide referrals to community-based services such as self-sufficiency services/employment services, etc. as appropriate;
    - Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    - Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes.

34. STATE AND COUNTY OSF REPORTING REQUIREMENTS

    - State and local governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations/requirements from the Opioid Abatement Taskforce or Council.

    - State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

        - Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds.
        - Any provider shall retain and maintain all participant/client records, financial records, supporting documents, statistical records, and any other document (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after it ceases to receive Opioid Funds or longer when required by law. In the event an audit is required by the State or Local Government, records shall be retained for a minimum period of six (6) years after the audit

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report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

- At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
- A financial and compliance audit shall be performed annually and provided to the State.
- All providers shall comply and cooperate immediately with any inspection reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.
- No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

35. ADDITIONAL OPIOID SETTLEMENT-SPECIFIC REPORTING AND ACCOUNTABILITY. Agency shall request access from the Florida Department of Children and Families (DCF) to the Opioid Data Management System: DCF-SAMH Office of Opioid Recovery User Access Request Form [app.smartsheet.com]. DCF-SAMH Office of Opioid Recovery User Access Request Form [app.smartsheet.com]

Each Agency staff person needing access should complete the Smartsheet form.

An AGENCY receiving Opioid Settlement funds is required to submit data to the Opioid Data Management System web portal no later than 18th day of each month following service delivery.

This reporting will include the following information:

- Data on demographics
- Number of individuals served
- Services provided
- Diagnoses
- The cost associated with services.

AGENCY shall upload 837 forms into the Opioid Data Management System for client-specific services paid for with Opioid Settlement funds. This form is an electronic file with client specific data used for healthcare claims. AGENCYs who have an electronic health (or medical) record (EHR) system can produce these files and will be able to complete the required fields. AGENCYs without access to 837 file formats will use the CSV file format provided by the Department.

- Report expenditures for the previous fiscal year to the Department of Children and Families (DCF) by no later than August 31st.

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- Report to DCF is due by July 1st of each year on how Opioid Funds will be expended in the upcoming fiscal year.

- The State Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate effectiveness of expenditures on Approved Purposes.

- DCF has established a statewide Opioid Implementation and Financial Reporting System ("Florida Opioid Implementation and Financial Reporting System" (FOIFRS) to which providers may request access for the purpose of submitting implementation plans and financial reports.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Genesis Community Health, Inc. (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(Signature of Officer or Representative)

DeAnna Warren
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 11th day of June, 2025 by DeAnna Warren.

Personally known ☑ OR produced identification ☐ .

Type of identification produced _____.

LaWanda R Pack
Comm.: HH 167618
Expires: Aug. 22, 2025
Notary Public - State of Florida

NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

(Notary Seal)

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FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

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A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

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10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

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17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

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4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

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(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

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(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

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8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

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h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

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(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

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City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

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amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

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14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

11/15/2021

By: John Guard DATED

Its: Chief Deputy Attorney General

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EXHIBIT A

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Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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EXHIBIT B

Docusign Envelope ID: 72BF7B0A-D1B4-454A-B446-949215F58965

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services

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for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co- occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co- occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

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6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid- related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

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b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or

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strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

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1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence- informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

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6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to addressmental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence- based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and

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provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes

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of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

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5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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EXHIBIT C

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County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

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	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

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	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

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	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

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	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
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	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
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	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
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	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
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	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

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	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
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	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
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	Bonifay		0.006898026863%
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	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
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	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

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	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

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	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

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	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

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	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

Docusign Envelope ID: 72BF7B0A-D1B4-454A-B446-949215F58965

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

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	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

Docusign Envelope ID: 72BF7B0A-D1B4-454A-B446-949215F58965

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

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	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

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	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

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	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

Detail by Entity Name

Florida Not For Profit Corporation
GENESIS COMMUNITY HEALTH, INC.

Filing Information

Document Number	N09000002682
FEI/EIN Number	80-0374741
Date Filed	03/17/2009
State	FL
Status	ACTIVE

Principal Address

639 East Ocean Ave
Suite 409
BOYNTON BEACH, FL 33435

Changed: 01/26/2021

Mailing Address

639 E Ocean Ave
Suite 409
Boynton Beach, FL 33435-5011

Changed: 01/26/2021

Registered Agent Name & Address

WARREN, DEANNA M
639 East Ocean Ave
Suite 409
BOYNTON BEACH, FL 33435

Name Changed: 04/23/2012

Address Changed: 01/26/2021

Officer/Director Detail

Name & Address

Title CEO

WARREN, DEANNA
639 East Ocean Ave
Suite 409

BOYNTON BEACH, FL 33435

Title Chairman

DeFrancesco, David
639 East Ocean Ave
Suite 409
BOYNTON BEACH, FL 33435

Title VC

Schrubb, Terry L
639 East Ocean Ave
Suite 409
BOYNTON BEACH, FL 33435

Title Mr.

Papadimitriou, George, Mr.
639 East Ocean Ave
Suite 409
BOYNTON BEACH, FL 33435

Title Mr.

Petty, Ricky
639 East Ocean Ave
Suite 409
BOYNTON BEACH, FL 33435

Title Mrs

Bush, Kemberly
639 East Ocean Ave
Suite 409
BOYNTON BEACH, FL 33435

Title Dr.

Roundtree, Deeawn
639 East Ocean Ave
Suite 409
BOYNTON BEACH, FL 33435

Title Officer

Canipe, Julia
639 E Ocean Ave
Suite 409
Boynton Beach, FL 33435-5011

Title Mrs.

Cheong, Trina
639 East Ocean Ave
Suite 409
BOYNTON BEACH, FL 33435

Title Mr

Kaufman, Jess
639 East Ocean Ave
Suite 409
BOYNTON BEACH, FL 33435

Title Ms

Price, Evelyn
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Suite 409
BOYNTON BEACH, FL 33435

Annual Reports

Report Year	Filed Date
2023	02/07/2023
2024	02/05/2024
2025	04/30/2025

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03/17/2009 -- Domestic Non-Profit	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aris Insurance Group 3900 Hollywood Blvd Suite PH-5 Hollywood FL 33021 License#: L108602	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 954-323-0355 **FAX (A/C, No):** 954-906-1499 **E-MAIL ADDRESS:** info@arisrisk.com
INSURED Genesis Community Health, Inc. 639 East Ocean Ave., Ste. 409 Boynton Beach FL 33435 GENECOM-02	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Technology Insurance Co **INSURER B :** Century Surety Co — 36951 **INSURER C :** BCS Insurance Company **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1008956049 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	CCP1299695	5/12/2025	5/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CCP1299695	5/12/2025	5/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	TWC4512140	10/27/2024	10/27/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber Liability			RPSP1270326M	4/8/2025	4/8/2026	$1,000,000 Limit	$1,000,000 Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents is additional insured per written contract with the named insured and Waiver of Subrogation applies per written contract with the named insured. –10 days notice of cancellation for nonpayment of premium and 30 days for all others applies.

CERTIFICATE HOLDER

Palm Beach County Board of Commissioners
c/o Dept. of Community Services
Att: Contract Manager
810 Datura Street
West Palm Beach FL 33401
Palm Beach

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 501 RIVERSIDE AVE STE 1000 Jacksonville, FL 32202	**CONTACT NAME:** Vivian McDaniel **PHONE (A/C, No, Ext):** 904-421-5332 **FAX (A/C, No):** 904-634-1302 **E-MAIL ADDRESS:** vivian_mcdaniel@ajg.com
INSURED GENECOM-08 Genesis Community Health, Inc. 639 E Ocean Ave Suite 409 Boynton Beach FL 33435	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** ProAssurance Specialty Insurance Co Inc / 17400 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 307438435 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Medical Professional Liability			MM1061	7/1/2025	7/1/2026	Each Claim Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SUBRECIPIENT AGREEMENT

This Agreement is made as of the _____day of _____, 20_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Rebel Recovery Florida Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **81-5190566**.

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement between the State of Florida Department of Legal Affairs, Office of the Attorney General and certain local governments in the State of Florida, including Palm Beach County, (**EXHIBIT J**), and is the designated recipient of the Opioid Settlement Funds in Palm Beach County; and

WHEREAS, the AGENCY has proposed providing certain services funded by Opioid Settlement Funds; and

WHEREAS, the Board of County Commissioners (BCC) unanimously approved the Behavioral Health and Substance Use Disorder Plan 2024 (2024 Plan) and an opioid settlement fund expense plan on October 22, 2024; and as approved, the 2024 Plan includes: Opioid Settlement Funds be allocated with ninety (90) percent of funds going towards Social Determinants of Health and ten (10) percent towards Deep End Treatment; the COUNTY'S collective and collaborative efforts have been directed at planning, developing and executing a comprehensive person-centered, recovery-oriented ecosystem of care; the County measures its initiatives primarily through a resilience and recovery capital framework because of its ability to capture resilience, health, well-being, social determinants of health and risk factors; and

WHEREAS, the COUNTY is committed to a syndemic approach to address the needs of communities overburdened by concurrent or sequential epidemics of HIV, Behavioral Health, Substance Use Disorders, and/or Housing Instability; and

WHEREAS, the ecosystem, at the Macro level, is concerned with interaction and interdependence of individuals with their surrounding physical, social, and cultural systems to holistically assess how individuals affect and are affected by such systems; and makes accessible a network of services and supports that is person-centered and builds on the strengths and resilience of individuals, families, and communities to achieve improved health, wellness, and quality of life; and

WHEREAS, the Micro level aims to increase an individual's resilience and recovery capital through a network of "Recovery Hubs" and other support services providing non-clinical resources, including peer support, employment and job training linkages, and social and recreational activities intended for people in or seeking recovery; and

WHEREAS, the federal Substance Abuse and Mental Health Services Administration (SAMHSA) indicates resilience is a key component to a system of care and that an extensive literature review found that resilience is unanimously negatively associated with depression, anxiety and trauma symptoms in youth, and is therefore, meaningful for screening purposes in at-risk

populations/situations and further offers better mental health and health outcomes not only in adolescents and children's populations, but in the adult population as well; and

WHEREAS, the COUNTY has utilized Recovery Capital Indexing (RCI) to measure and assess resilience and recovery capital since 2019 and is key to measuring the system of care's success , providing a comprehensive picture of a person's well-being that allows for a personalized approach to recovery and wellness; and

WHEREAS, critical to the BCC's goals of establishing a person-centered, recovery-oriented ecosystem is the emphasis placed on social determinants of health, setting a clear system of care path that is focused on improved long-term recovery outcomes and increased resiliency; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 OPIOID SETTLEMENT FUND FUNDED SERVICES

The AGENCY agrees to provide PBC Community Housing and Recovery Support (CHARS) services to residents with substance use disorders of the COUNTY as set forth in **EXHIBIT A - SCOPE OF WORK**, **EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITION**, and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS,** and shall comply with the terms and reporting requirements in **EXHIBIT J - FLORIDA ALLOCATION AND STATEWIDE RESPONSE AGREEMENT BETWEEN STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL AND CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA**. No changes in the scope of work or services are to be conducted without the written approval of Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.)

applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A, EXHIBIT B,** and **EXHIBIT H;** and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on August 1, 2025 and complete services on June 30, 2026. The Agreement will automatically renew for two (2) additional one (1) year term(s) (renewal terms), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.

The parties shall amend this Agreement if there is a change to the Scope of Work/Implementation Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT H,** and **EXHIBIT J.**

ARTICLE 5 PAYMENTS TO THE OPIOID SETTLEMENT FUNDS FUNDED AGENCY

The COUNTY shall pay to the AGENCY for services rendered under this Agreement not to exceed a total amount of **ONE MILLION, THREE HUNDRED AND SEVENTY-THREE THOUSAND, FIVE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS ($1,373,550.00) OVER A THREE-YEAR PERIOD, OF WHICH FOUR HUNDRED AND FIFTY-SEVEN THOUSAND, EIGHT HUNDRED AND FIFTY DOLLARS AND ZERO CENTS ($457,850.00) IS BUDGETED IN FISCAL YEAR 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF FOUR HUNDRED AND FIFTY-SEVEN THOUSAND, EIGHT HUNDRED AND FIFTY DOLLARS AND ZERO CENTS ($457,850.00) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement year are set forth in **EXHIBIT B**. In accordance with **EXHIBIT J**, where itemized reimbursement for authorized travel expenses is permitted in this Agreement, AGENCY shall submit bills for any travel expenses in accordance with section 112.061 F.S. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted by the AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

Should this Agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) business days of receipt of payment from the County.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the BCC, and received from the State of Florida pursuant to **EXHIBIT J**.

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of

the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 AMENDMENTS TO OPIOID SETTLEMENT FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 9 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is

provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the State of Florida based on the AGENCY'S provision of services, or failure to provide services, pursuant to this Agreement. The AGENCY also agrees that funds made

available pursuant to this Agreement shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 11 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with a policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover which could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation

methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification

or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 16 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 17 HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the Agreement must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 18 OPIOID SETTLEMENT FUNDS FUNDED AGENCY'S PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 19 ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Agreement, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents at the AGENCY's place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

The AGENCY will provide a final close-out report and Financial Reconciliation Statement as set forth in **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

The AGENCY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules

of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Agreement.

a. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts and grant revenue by sponsoring agency and contract/grant number if required by the Single Audit Act.

c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst at teaton@pbcgov.org.

The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

d. The audit is due within nine (9) months after the end of the AGENCY'S fiscal year.

e. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.

f. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY have appropriate internal controls verifying the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 20 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being

provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 21 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 22 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they

can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 23 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this Agreement.

ARTICLE 24 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by sections 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Agreement that have been created as a part of the AGENCY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of Agreement with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' written notice to the AGENCY. Unless the AGENCY is in breach of this

Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

In the event the COUNTY does not receive Opioid Settlement Funding from the State of Florida pursuant to **EXHIBIT J**, this Agreement shall be immediately terminated effective on the date COUNTY is notified that such funding will not continue.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to the Agreement and the AGENCY shall not commence work on any such change until such written Amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail - return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director, Behavioral Health / Substance Abuse Disorder
Palm Beach County Community Services Department

Docusign Envelope ID: 38F68F9D-9855-4086-B668-5AC5E765025B

810 Datura Street
West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:

Nancy McConnell
Rebel Recovery Florida Inc.
400 N Congress Ave Suite 130
West Palm Beach, Florida 33401

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 2 C.F.R. 200.317-327 - Procurement Standards.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective AGENCY official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and subagency that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for review upon request, for example, during a site visit.

A. ARTICLE 34 SCRUTINIZED COMPANIESAs provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to sections 215.4725, Florida Statutes. Pursuant to sections 287.135(3)(b), Florida

Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subagencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to

the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572,and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJI Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY

regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 38 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 39 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the Discriminatory Vendor List may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, subcontractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 40 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Agreement.

ARTICLE 41 FACILITIES / OFFICE SPACEThe COUNTY shall grant the AGENCY the right, revocable license and

privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 42 FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (SAM) found at www.sam.gov, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 43 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to 42 U.S.C. § 7401 et seq. - Clean Air Act, as amended, and 33 U.S.C. § 1251 et seq. - Federal Water Pollution Control Act, as amended.

The AGENCY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation, as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The AGENCY agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance money.

ARTICLE 44 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401 - Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

ARTICLE 45 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

AGENCY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the 42 U.S.C. 6201 - Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 46 PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (EPA), at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above $10,000 or where the value of the goods procured during the preceding fiscal year exceeded $10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and vehicular products.

ARTICLE 47 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

AGENCY acknowledges that 31 U.S.C. Chapter 38 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

ARTICLE 48 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with 31 U.S.C. § 3729 - The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subcontractor under the Agreement.

ARTICLE 49 REGULATIONS

The AGENCY shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and

regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 50 E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its Agreement with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 51 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 52 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 53 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 54 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Michael A. Caruso
Clerk of the Circuit Court & Comptroller
Palm Beach County

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
Rebel Recovery Florida Inc.

Signed by:
BY: Nancy McConnell
0672C526495F4BD...
Authorized Signature

Nancy McConnell
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial
JBR
BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

DocuSigned by:
BY: Tanuna Malhotra
1459E4101E1049C...
Department Director

Docusign Envelope ID: 38F68F9D-9855-4086-B668-5AC5E765025B

FY 2026 – 2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
SCOPE OF WORK AND SERVICES

Agency Name: Rebel Recovery Florida, Inc.
Program Name: PBC Community Housing and Recovery Supports
Location: West Palm Beach, Belle Glade, Lake Worth Beach, Riviera Beach
Focus Population: Young Adults, Adults, and Families with substance use disorder and/or co-occurring disorder
Service Category: Recovery Supports

Scope of Work

A. Program Description

Palm Beach County Community Housing and Recovery Support (CHARS) program will provide recovery support services to individuals with substance use and co-occurring disorders in Palm Beach County, to help individuals build resilience and sustain recovery in our community. Services include peer navigation, linkage to treatment, healthcare, transportation, housing and financial assistance for situational-related expenses, as needed.

The CHARS program will provide essential services to individuals with substance use disorder and utilize an evidence-based recovery capital framework model to support resiliency and address persistent barriers. CHARS will utilize two Recovery Navigators and one Care Coordinator at the micro level of Palm Beach County's person-centered, recovery-oriented ecosystem.

Peer Navigators provide trauma-informed peer support, motivational interviewing, and recovery capital assessments utilizing Recovery Capital Index (RCI) tool to guide participants in developing Individualized Recovery Plans (IRP) with Specific, Measurable, Achievable, Relevant and Time-bound (SMART) goals. Additionally, Peer Navigators offer emotional support, life skills training, transportation support, social connections and warm handoffs to resources, including but not limited to treatment, employment and housing.

The Care Coordinator oversees coordination of community resources such as accessing housing through the Community Services Department's Online System for Community Access to Resources and Social Services (OSCARSS) system and manages Recovery Support Flex Funds for situational-related expenses to support participant-driven goals. All community resources are informed by recovery capital measures and driven by individualized resilience plans to strengthen Social Determinants of Health.

B. Priority Population

i. **Participant Definition:** Participants will be Young Adults, Adults and Families with substance use disorder and/or co-occurring disorders.

ii. **Eligibility Criteria**: Participants are referred through any provider in Palm Beach County or who self-refer through agency outreach and community engagement activities.

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Participants must be residents of Palm Beach County and agree to participate in the program.

iii. Participants should be able to demonstrate a history of SUD if not currently diagnosed.

iv. Priority consideration will be given to individuals who reside within the tri-city Glades, Riviera Beach, West Palm Beach, Lake Worth Beach and Delray Beach communities.

v. Special attention will also be given to groups experiencing high prevalence of intersectionality that face disproportionately high rates of substance use and behavioral health disorders, including members of racial and ethnic minority communities, individuals living in poverty and/or in marginalized communities.

vi. **Documentation of Eligibility:** All Participants will be screened for eligibility. Supporting documentation of eligibility will be retained in each participant's file.

C. Individuals Served: A minimum of 100 unduplicated Participants annually.

D. Service Delivery:

i. AGENCY staff will coordinate with Palm Beach County Specialty Courts, including without limitation, child welfare and dependency Courts, Palm Beach County Sheriff's Office Reentry Program, members of the Reentry Task Force and other courts and/or organizations as applicable.

ii. AGENCY shall conduct an intake assessment including the Recovery Capital Index (RCI) survey at the initial screening appointment and secure consent for services as Participants and families are educated about their rights and responsibilities regarding participation in the program. Staff will provide interventions such as Motivational Interviewing while providing direct services.

iii. AGENCY shall secure the eligibility documents in each Participant's file. Participants must be contacted and an initial screening appointment scheduled within five (5) business days from the referral date.

iv. AGENCY shall develop an Individualized Recovery Plan (IRP) for each participant within ten (10) business days after the date of enrollment into the program. IRPs shall be reviewed and revised, as appropriate. IRPs are to be informed by the RCI, which is to be utilized every thirty (30) days after the initial baseline survey.

v. AGENCY shall submit housing referrals through OSCARSS.

vi. AGENCY shall be responsible for helping, coordinating, and advocating with any tenancy agreements between participant and housing provider, including advocating for housing assistance and follow-along services to secure and maintain permanent stable housing.

vii. AGENCY shall ensure that recovery support services incorporate a full range of social, legal, and other resources that facilitate recovery and wellness, and work with participants to reduce or eliminate environmental and/or personal barriers to recovery.

viii. AGENCY shall have discretion to expend up to one thousand three hundred dollars ($1,300) per participant to meet critical needs tied to the Participant's IRP.

ix. AGENCY shall link participants with a Recovery Navigator who will engage the participant in recovery planning during sessions.

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x. AGENCY shall administer the BARC10 and RCI at intake and every thirty (30) days thereafter and enter RCI scores into the designated data system within three (3) days of administration of survey.

xi. AGENCY shall provide a Care Coordinator and/or a Peer Navigator that have obtained Peer Recovery Specialist Certification (CPRS). Care Coordinators and Peer Navigators may have up to six (6) months from hire to obtain CPRS.

xii. AGENCY may provide financial support for the following four (4) grass-roots organizations: South Florida Sanctuary, The Glade Initiative; People of Purpose; and Transpire Health. Each organization will provide collaborative and educational support for Participants in the CHARS program that will expand the services that are available to participants and the community at large. These four organizations will foster reciprocal referrals and conduct workshops focused on educational awareness. Each organization will be provided six thousand, two hundred forty-nine dollars ($6,249) per quarter, to develop and provide workshops focused on, among other topics, the dangers of fentanyl, facts versus myths about fentanyl and other substances, contaminants in the national illicit drug supply, and how to reduce the rate of fentanyl overdoses and overdoses from other substances. The total sum per organization will not exceed a total of twenty-five thousand ($25,000) dollars.

xiii. AGENCY agrees to comply with all Programmatic Requirements (Exhibit G).

E. Outcomes

Outcome	Increase the resilience of program Participants
Indicator (Year 1)	60% of Participants will improve resilience as evidenced by a one (1) point increase on the RCI from baseline to last recorded RCI within the fiscal year.
Indicator (Years 2 & 3)	70% of Participants will improve resilience as evidenced by a one (1) point increase on the RCI from baseline to last recorded RCI within each fiscal year.

Outcome	Participants will remain engaged in services.
Indicator (Year 1)	60% of Participants will remain engaged in services for program duration.
Indicator (Years 2 & 3)	70% of Participants will remain engaged in services for program duration.

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Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis.

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of its CQM project after the required training.

AGENCY will implement its CQM project by the end of the second quarter.

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AGENCY will report on the progress of its CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Rebel Recovery Florida, Inc.
Program Name: Palm Beach County Community Housing and Recovery Supports (CHARS)
Service Category: Recovery Supports

Description	Units Costs*	Total Year 1	Total Year 2	Total Year 3	Total Contract Amount
Service: Operating Costs Payment of program expenses directly with recovery support services (as described in **Exhibit A**, Scope of Work).	Actual	$436,048	$436,048	$436,048	$1,308,144
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual	$21,802	$21,802	$21,802	$65,406
Total Contract		**$457,850**	**$457,850**	**$457,850**	**$1,373,550**

**Administrative Expense are capped at 5% of Total Operating Expenses. To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract Award.*

All expenditures shall be in accordance with all Federal, State, and local laws and the State of Florida Opioid Settlement Agreement.

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered.

The backup documentation must be submitted along with the invoice and signed cover letter that includes but is not limited to the following, –copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as part of the invoice submission, and via desk and/or on-site monitoring on a periodic basis.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed five percent (5%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*

- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*

- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*

- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract/Agreement and this exhibit without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.

3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Contract/Agreement and for purposes of inspection of the Premises generally.

6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/Agreement and this exhibit amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Contract/Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in section 768.28, Florida Statutes.

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COMMUNITY SERVICES DEPARTMENT
FY 2026 Opioid Settlement Funds (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Rebel Recovery Florida		Program Name	Palm Beach County Community Housing and Re			
Name of person completing this logic model:	Crister Moynahan / Christina Mitchell		Email of person completing this logic model:	Crister@rebelrco.org / Christina@rebelrco.org		Phone # of person completing this logic model:	
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** *General statement of results expected*	**Projected Indicator** *# to achieve/# to be served; %; time frame*	**Actual Indicator** *# achieved/# served; %; time frame*	**Measurement Tool**	**Data Procedures**	**Frequency** *Data Collection and Reporting*
Adults and families in PBC with SUD seeking peer-to-peer support and resources to help achieve wellness, self-sufficiency and sustainabiltity in the community.	Participants will receive Recovery/ Peer supports Financial Assistance Take the RCI Assessment Individualized Recovery Plan Housing Assistance Adults and families in PBC with SUD seeking peer-to-peer recovery support and resources to help achieve wellness, self-sufficiency and sustainabilitity in the community.	1. Increase the resilience of Families. 2. Participants will remain engaged in services.	1. Participants will improve resilience as evidenced by a 1 (one) point increase on the RCI from baseline to the last recorded RCI within the fiscal year while enrolled in the program. a. 60 of 100 or 60% (year 1) b. 70 of 100 or 70% (Year 2 & 3) 2. Participants will remain engaged in services for the program duration. a. 60 of 100 or 60% (year 1) b.70 of 100 or 70% (Year 2 & 3)		Output Tool: Establish a baseline RCI score; Peer Navigator to follow up with participant to enure monthly RCI's Output Tool: Recovery plans; Case notes; Receipts for Flex Fund use; Referrals to services Outcome Tool: RCI Tool; Incentives for completing monthly RCI's. Outcome Tool: Recovery Plan and Master Tracking Sheet. Remained engaged is defined as a participant meeting with their peer specialist at least once within 90 days.	Who does it?: Peer Navigator conducts the RCI assessments; the Care Coordinator records the baseline score for data reporting purposes. Peer Navigator - plan created within 10 days of screening with/ participant & updated monthly; Goals are updated with progress notes during session with participant; What is the process? Peer Navigator works with the participant to ensure follow-up RCI's completed. Baseline & final score for each participant will be entered on the Master Tracking Sheet Where is the data stored?: In the RCI data platform, Master Tracking sheet is stored on a secure drive at Rebel Recovery. All Recovery plans are collected and stored in RecoveryLink HER. Recovery Services will be entered into CMIS after services are rendered within the client file.	Data Collection: RCI is done at intake and then every 30 days up until client is discharged; the Baseline score for each participant will be entered on the Master Tracking Sheet. Data is documented at time of service in RecoveryLink; Recovery plan; Peer Navigator to report goal completions during supervision; Care Coordinator to enter on Master Tracking Sheet and monitor the outcomes; Internal data review will be monthly Data Reporting:Outcome Reports will be generated and submitted to PBC; along with other required or requested report on a quarterly basis.

Mission Statement: Rebel Recovery Florida is a low-barrier recovery community organization that provides recovery support services, education, and advocacy to people impacted by drug use and those living with or at risk of HIV/AIDS.

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AGENCY'S PROGRAMMATIC REQUIREMENTS

OPIOID SETTLEMENT FUND (OSF)

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Contract and may result in termination of this Contract.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Opioid Settlement Fund (OSF) Contracts and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administrative and program costs. OSF's cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as part of desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed five percent (5%) of Opioid Settlement Contract funds and shall be included in the overall budget presented for approval. All administrative costs shall be maintained within individual service categories and shall be accounted for in the detailed general ledger. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered.

2. AGENCY will ensure that all expenditures shall be in accordance with all Federal, State, and local laws and **EXHIBIT L** (State of Florida Opioid Settlement Agreement).

3. The AGENCY shall submit quarterly **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT**, along with the following financial statements:

    a. Statement of Cash Flows

    b. Statement of Activities

    c. Statement of Financial Position

4. AGENCY shall be registered and have an Active Status with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year, and have provided services for at least six months. If approved for funding, a formal contract shall be executed, and payment will be made by reimbursement of documented expenses and/or pursuant to **EXHIBIT B** or any amendments thereto.

5. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

6. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

7. AGENCY shall promptly provide data for state and COUNTY mandatory OSF

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funding reporting requirements.

8. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Contract period or thereafter shall be disseminated, except as authorized by statute.

9. AGENY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal, programmatic, and conduct, as outlined in **EXHIBIT A**, **EXHIBIT B**, and in this Article are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly or more as warranted. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative, operational and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

10. AGENCY shall be monitored by the information within the Contract, **EXHIBIT A**, **EXHIBIT B**, and current monitoring tool.

11. AGENCIES with findings during the monitoring phase shall complete a Partnership Agreement within 30 days outlining who is responsible for ensuring that a finding will be corrected, as well as how and when findings will be resolved.

12. Data Entry:

    AGENCY shall provide the DEPARTMENT with participant-level data as requested. AGENCY shall attend data collection and reporting trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or, if approved by COUNTY, a spreadsheet that shall be provided monthly to demonstrate that participants are served. Data submitted shall clearly document all participant admissions and discharges under this Contract, as well as all programs, program participants, services, and strategies employed under this Contract, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Contract and a basis for termination of this Contract. AGENCY shall enter participant data into the designated data reporting system or spreadsheet within one (1) business day of a participant's activity in the program. Required data for collection shall include gender, veteran status, race-census categories, ethnicity- census categories, date of birth and age, and living arrangement at program entry and exit.
    Final participant data entry shall be completed by October 15th of each year to ensure compliance with this Contract, as well as to determine AGENCY'S progress in attaining its outcomes as outlined in **EXHIBIT A**.

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13. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Contract or as required by law.

14. AGENCY must enter all programmatic data into the DEPARTMENT designated data entry system.

15. Required Data Systems for AGENCIES receiving COUNTY funds in the Behavioral Health Substance Use Disorder Category:

    AGENCY agrees to partner in the DEPARTMENT's designated data entry system, to execute the necessary Partner and User Contracts, and to fully comply with the terms and conditions as set forth in the Partner and User Contracts, unless otherwise directed by the DEPARTMENT.

    AGENCY shall complete required system training prior to entering data in the identified DEPARTMENT- designated data entry system.

    The DEPARTMENT's - designated data entry system and any other data reporting system(s) designated by the COUNTY shall be the source for data collection and for all data used to determine compliance with programmatic contractual requirements. AGENCY shall submit quarterly programmatic outcomes and fiscal utilization reports using the templates provided by the DEPARTMENT. The templates for these reports can be found on the FAA website, located at Community Services - Financially Assisted Agencies FAA Agreement Resources. Quarterly programmatic outcome and utilization reports shall be submitted to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff directly by no later than 15 days following the end of each quarter (October 15, January 15, April 15, July 15).

16. If AGENCY provides care coordination services, AGENCY shall provide documentation of executed Memorandum of Understanding (MOU) with other behavioral health providers that are required to meet the needs of families within multiple regions across the COUNTY.

17. AGENCY shall comply with applicable county, state and federal certification and/or licensure requirements relevant to services delivered within the service categories.

    AGENCY shall adhere to behavioral health and substance use disorders provider service requirements, and maintain good standing with the State of Florida, Department of Children and Families (DCF) licensing requirements for the appropriate level of substance use treatment services, as applicable, for services AGENCY is providing under this Contract.

18. AGENCY shall ensure that subrecipients, if any, adhere to the same licensure standards as if they were a recipient of funding directly.

19. OSF Service Category Requirements for AGENCIES receiving COUNTY-approved opioid settlement funds include but are not limited to:

20. AGENCY shall have clearly written eligibility criteria and processes that include

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the following:

a. Participants must be a resident of Palm Beach County.

b. Specific programmatic eligibility requirements as stated in **EXHIBIT A.**

c. AGENCY'S applicable policies and procedures and shall be in alignment with Participant eligibility as described in **EXHIBIT A.**

d. AGENCY shall access federal, state and entitlement funding when available to ensure the most efficient use of COUNTY funds.

e. Services shall take place in Palm Beach County.

21. AGENCY shall adhere to the following guiding principles for all substance use and/or co-occurring disorder services:

a. AGENCY utilize the designated Resiliency/Recovery Capital Indexing tool (RCI), which shall be administered to young adult and adult populations experiencing substance use and/or co-occurring disorders. In addition, the RCI shall be used once a Participant is stable enough to obtain a valid and reliable baseline score and re-administered every thirty (30) days thereafter.

b. AGENCY is required to administer Satisfaction Surveys during program engagement and at program end date. Survey results shall be reported on a rolling quarterly basis concurrent with required quarterly reporting due dates, based on the State fiscal year (October 15, January 15, April 15, July 15).

c. AGENCY shall:

- Employ a person-centered, recovery-oriented delivery of services.
- Incorporate strength-based individualized planning and use of data to determine effectiveness of services and participant perception of services.
- Ensure individualized services are based on Participant's needs and expressed priorities and goals.
- Ensure Participant voice and choice are considered and that services are provided in partnership with participants.
- Incorporate a holistic approach, inclusive of assessments of individualized needs.
- Ensure services are provided in a trauma-informed manner and that Participants are provided a "no wrong-door" approach and appropriate warm hand-offs.
- Ensure consistent implementation and integration into care planning and services utilizing the RCI for young adults and adults with substance use disorder and/or co- occurring disorders.
- Employ flexibility and data if services are not producing expected outcomes.

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- Use evidence-based, evidence informed and/or promising practices when delivering services.
- Utilize data to ensure decisions are data-driven and that data are shared across common providers for Participants with appropriate consents and inter-agency data agreements.
- Ensure "warm hand-offs" are made to transition each individual from a provider or through a referral to an organization that will continue care or facilitate ongoing care.

22. Disclosure of Incidents:

AGENCY shall inform COUNTY, by telephone and email to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee, of all unusual incidents that involve any Participants within four to eight (4 - 8) hours of the occurrence of the incidents, and follow up with **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM** within twenty-four (24) hours of the occurrence of said incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of any participant served through the program funded in whole or part through County funds, including OSF funds. All of the incidents require that immediate action is taken to protect Participants from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

23. AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check prior to employment or volunteering and a rescreen every five (5) years for all volunteers and employees to maintain Level 2 standards. Contact with children, the elderly and other vulnerable adult populations, or confidential records is not permitted until screening is complete and the individual is deemed "Eligible"

24. AGENCY shall have an approved Succession Plan indicating how the AGENCY will communicate to the DEPARTMENT if Key Personnel, staff who are directly linked to the funded program, or Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement to the COUNTY to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee for approval annually.

25. AGENCY shall notify COUNTY Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee through the DEPARTMENT'S Incident Notification Process and follow up with **EXHIBIT E** within five (5) business days of the following:

a. Resignation/Termination of CEO, President and/or CFO.

b. Resignation/Termination of Key OSF funded staff.

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c. OSF Funded Staff vacancy position for 90 days or more.

d. Resignation/Termination of Key program staff, OSF Funded or not, who are providing services directly or indirectly.

e. Loss of funding from another Funder that could impact service delivery.

f. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).

g. Inability to have three (3) month's cash flow on hand.

h. Temporary interruption of the delivery of services due to closure, emergency, natural or unnatural disaster.

i. Other incidents that may occur unexpectedly and are not covered above.

26. AGENCY may provide Key Personnel appropriate training according to their staff qualifications and role, including but not limited to:

a. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs) and Motivational Interviewing (MI) training;

b. AGENCY shall ensure staff and Key Leadership Members participate in and understand the reasoning behind incorporating the Resiliency/Recovery Capital Index into the program and that AGENCY engages in training for administering and interpreting data in collaboration with COUNTY's designated vendor.

AGENCY can obtain a list of training resources on the FAA webpage.

27. AGENCY shall provide its By-Laws, as well as a roster of Board of Directors with titles, addresses, and phone numbers, inclusive of non-conflict signed statements.

28. AGENCY shall provide its revised budget, as applicable, if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT, Program and Fiscal Staff.

29. AGENCY shall submit information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc. Updated information shall be provided at least annually to 211 Palm Beach/Treasure Coast, Inc.

30. AGENCY Engagement

The DEPARTMENT and COUNTY rely on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Contract, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they - the taxpayers - are funding.

The names and logos of the AGENCY or program funded under this Contract and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) approved

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logos are below:

Specific Activities - Mandatory:

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

Specific Activities - Recommended:

- When AGENCY describes the DEPARTMENT in written material (including news releases), use the language provided below and available on the DEPARTMENT'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.
- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Contract or the program funded under this Contract sufficiently in advance (e.g., a minimum of two (2) weeks prior) so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on the AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

31. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, **if disclosure is necessary** for the receiving entity to perform its

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duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

32. AGENCY shall be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training must be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:
    - A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    - A tracking component so that AGENCY or the County can verify employee compliance. AGENCY shall furnish an Attestation Statement, within ninety (90) days of execution of this Contract, verifying that a cyber security training is in place for all employees that serve Palm Beach County.

33. AGENCY serving eligible participants/households must:
    - Check Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for individuals/households;
    - Enroll participant(s)/household(s) into the DEPARTMENT-designated data system, and document all service(s) provided;
    - Utilize the Resource and Referral Portal (RRP) in OSCARSS to provide referrals to community-based services such as self-sufficiency services/employment services, etc. as appropriate;
    - Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    - Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes.

34. STATE AND COUNTY OSF REPORTING REQUIREMENTS

    - State and local governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations/requirements from the Opioid Abatement Taskforce or Council.

    - State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

        - Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds.
        - Any provider shall retain and maintain all participant/client records, financial records, supporting documents, statistical records, and any other document (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after it ceases to receive Opioid Funds or longer when required by law. In the event an audit is required by the State or Local Government, records shall be retained for a minimum period of six (6) years after the audit

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report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

- At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
- A financial and compliance audit shall be performed annually and provided to the State.
- All providers shall comply and cooperate immediately with any inspection reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.
- No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

35. ADDITIONAL OPIOID SETTLEMENT-SPECIFIC REPORTING AND ACCOUNTABILITY. Agency shall request access from the Florida Department of Children and Families (DCF) to the Opioid Data Management System: DCF-SAMH Office of Opioid Recovery User Access Request Form [app.smartsheet.com]. DCF-SAMH Office of Opioid Recovery User Access Request Form [app.smartsheet.com]

Each Agency staff person needing access should complete the Smartsheet form.

An AGENCY receiving Opioid Settlement funds is required to submit data to the Opioid Data Management System web portal no later than 18th day of each month following service delivery.

This reporting will include the following information:

- Data on demographics
- Number of individuals served
- Services provided
- Diagnoses
- The cost associated with services.

AGENCY shall upload 837 forms into the Opioid Data Management System for client-specific services paid for with Opioid Settlement funds. This form is an electronic file with client specific data used for healthcare claims. AGENCYs who have an electronic health (or medical) record (EHR) system can produce these files and will be able to complete the required fields. AGENCYs without access to 837 file formats will use the CSV file format provided by the Department.

- Report expenditures for the previous fiscal year to the Department of Children and Families (DCF) by no later than August 31st.

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- Report to DCF is due by July 1st of each year on how Opioid Funds will be expended in the upcoming fiscal year.

- The State Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate effectiveness of expenditures on Approved Purposes.

- DCF has established a statewide Opioid Implementation and Financial Reporting System ("Florida Opioid Implementation and Financial Reporting System" (FOIFRS) to which providers may request access for the purpose of submitting implementation plans and financial reports.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Rebel Recovery FL (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Nancy McConnell — (Signature of Officer or Representative)

Nancy McConnell, CEO — (Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 10th day of JUNE, 2025, by NANCY DOUTHIT MCCONNELL.

Personally known ☐ OR produced identification ☑.

Type of identification produced FLDL.

Connieshia L Jones
NOTARY PUBLIC (Signature)
My Commission Expires: JANUARY 23, 2028
State of Florida at large

NOTARY PUBLIC STATE OF FLORIDA
CONNIESHIA L. JONES
Commission # HH 484333
Expires January 23, 2028

(Notary Seal)

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FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

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A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

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10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

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17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

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4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

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(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

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(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

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8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

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h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

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(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

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City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

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amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

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14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

11/15/2021

By: John Guard DATED

Its: Chief Deputy Attorney General

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EXHIBIT A

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Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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EXHIBIT B

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Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services

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for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co- occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co- occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

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6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid- related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

   a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

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b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or

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strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

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1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence- informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

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6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to addressmental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence- based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and

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provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes

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of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

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5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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EXHIBIT C

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County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

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	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

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	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

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	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

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	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

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Highlands		0.357188510237%	
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	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
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	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

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	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

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	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

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	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

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	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

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	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

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	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

Docusign Envelope ID: 38F68F9D-9855-4086-B668-5AC5E765025B

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

Docusign Envelope ID: 38F68F9D-9855-4086-B668-5AC5E765025B

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

Docusign Envelope ID: 38F68F9D-9855-4086-B668-5AC5E765025B

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

Docusign Envelope ID: 38F68F9D-9855-4086-B668-5AC5E765025B

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

Detail by Entity Name

Florida Not For Profit Corporation
REBEL RECOVERY FLORIDA INC

Filing Information

Document Number	N17000001000
FEI/EIN Number	81-5190566
Date Filed	01/27/2017
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/15/2017
Event Effective Date	NONE

Principal Address

400 N Congress Ave
SUITE 130
West Palm Beach, FL 33401

Changed: 03/17/2020

Mailing Address

400 N Congress Ave
Ste 130
West Palm Beach, FL 33401

Changed: 04/12/2021

Registered Agent Name & Address

Rebel Recovery Florida Inc
400 N Congress Ave
SUITE 130
West Palm Beach, FL 33401

Name Changed: 03/26/2022

Address Changed: 01/17/2023

Officer/Director Detail

[redacted] & Address

Title CEO

MCCONNELL, NANCY
212 CHARTER WAY
WEST PALM BEACH, FL 33407

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lamb Insurance Services 420 Lexington Avenue Suite 2620 New York NY 10170 License#: PC-1013055 REBEREC-01	**CONTACT NAME:** Service Hub **PHONE (A/C, No, Ext):** 888-740-4770 **FAX (A/C, No):** **E-MAIL ADDRESS:** service@lambis.com
INSURED Rebel Recovery Florida, Inc. 400 N Congress Ave #130 West Palm Beach FL 33401	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Alliance of Nonprofits for Ins / 10023 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 571454748 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		2024-65453	10/20/2024	10/20/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2024-65453	10/20/2024	10/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A A	Sexual Abuse & Molestation Professional Liability			2024-65453 2024-65453	10/20/2024 10/20/2024	10/20/2025 10/20/2025	$1M Occurrence $1M Occurrence	$3M Aggregate $3M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as additional insured on the commercial general liability policy for work performed by the named insured where required by written contract executed prior to loss.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Community Services Department
Attn. Contracts Manager
810 Datura Street
West Palm Beach FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Beth Shapiro	
JDA Insurance Group 120 N. Federal Hwy., #301 Lake Worth FL 33460	PHONE (A/C, No, Ext): (561) 296-0373	FAX (A/C, No): (561) 828-0997
	E-MAIL ADDRESS: beth@thejdagroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ascendant Commercial Insurance Inc.	13683
INSURED Rebel Recovery Florida, Inc. 400 N Congress Ave. Ste 130 West Palm Beach FL 33401	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL256906111 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☑ Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC-80341-1	06/15/2025	06/15/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Attn. Contracts Manager

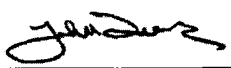
CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners c/o
Community Services Department
810 Datura Street
West Palm Beach FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SUBRECIPIENT AGREEMENT

This Agreement is made as of the _____day of _____, 20_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **The Lord's Place, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-2240502**.

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement between the State of Florida Department of Legal Affairs, Office of the Attorney General and certain local governments in the State of Florida, including Palm Beach County, (**EXHIBIT J**), and is the designated recipient of the Opioid Settlement Funds in Palm Beach County; and

WHEREAS, the AGENCY has proposed providing certain services for Harm Reduction Intervention Services for Persons who Inject Drugs; and

WHEREAS, the Board of County Commissioners (BCC) unanimously approved the Behavioral Health and Substance Use Disorder Plan 2024 (2024 Plan) and an opioid settlement fund expense plan on October 22, 2024; and as approved, the 2024 Plan includes: Opioid Settlement Funds be allocated with ninety (90) percent of funds going towards Social Determinants of Health and ten (10) percent towards Deep End Treatment; the COUNTY'S collective and collaborative efforts have been directed at planning, developing and executing a comprehensive person-centered, recovery-oriented ecosystem of care; the County measures its initiatives primarily through a resilience and recovery capital framework because of its ability to capture resilience, health, well-being, social determinants of health and risk factors; and

WHEREAS, the COUNTY is committed to a syndemic approach to address the needs of communities overburdened by concurrent or sequential epidemics of HIV, Behavioral Health, Substance Use Disorders, and/or Housing Instability; and

WHEREAS, the ecosystem, at the Macro level, is concerned with interaction and interdependence of individuals with their surrounding physical, social, and cultural systems to holistically assess how individuals affect and are affected by such systems; and makes accessible a network of services and supports that is person-centered and builds on the strengths and resilience of individuals, families, and communities to achieve improved health, wellness, and quality of life; and

WHEREAS, the Micro level aims to increase an individual's resilience and recovery capital through a network of "Recovery Hubs" and other support services providing non-clinical resources, including peer support, employment and job training linkages, and social and recreational activities intended for people in or seeking recovery; and

WHEREAS, the federal Substance Abuse and Mental Health Services Administration (SAMHSA) indicates resilience is a key component to a system of care and that an extensive literature review found that resilience is unanimously negatively associated with depression, anxiety and trauma symptoms in youth, and is therefore, meaningful for screening purposes in at-risk

populations/situations and further offers better mental health and health outcomes not only in adolescents and children's populations, but in the adult population as well; and

WHEREAS, the COUNTY has utilized Recovery Capital Indexing (RCI) to measure and assess resilience and recovery capital since 2019 and is key to measuring the system of care's success , providing a comprehensive picture of a person's well-being that allows for a personalized approach to recovery and wellness; and

WHEREAS, critical to the BCC's goals of establishing a person-centered, recovery-oriented ecosystem is the emphasis placed on social determinants of health, setting a clear system of care path that is focused on improved long-term recovery outcomes and increased resiliency; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 OPIOID SETTLEMENT FUND FUNDED SERVICES

The AGENCY agrees to provide Pathways to Stability: Addressing Social Determinants of Health (SDoH) Through Peer-Led Outreach, Recovery and Housing Support services to residents with substance use disorders of the COUNTY as set forth in **EXHIBIT A - SCOPE OF WORK**, **EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITION**, and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS,** and shall comply with the terms and reporting requirements in **EXHIBIT J - FLORIDA ALLOCATION AND STATEWIDE RESPONSE AGREEMENT BETWEEN STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL AND CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA**. No changes in the scope of work or services are to be conducted without the written approval of Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal

agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A, EXHIBIT B,** and **EXHIBIT H;** and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on August 1, 2025 and complete services on June 30, 2026. The Agreement will automatically renew for two (2) additional one (1) year term(s) (renewal terms), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.

The parties shall amend this Agreement if there is a change to the Scope of Work/Implementation Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT H,** and **EXHIBIT J.**

ARTICLE 5 PAYMENTS TO THE OPIOID SETTLEMENT FUNDS FUNDED AGENCY

The COUNTY shall pay to the AGENCY for services rendered under this Agreement not to exceed a total amount of **ONE MILLION, FIFTY THOUSAND DOLLARS AND ZERO CENTS ($1,050,000.00) OVER A THREE-YEAR PERIOD, OF WHICH THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS ($350,000.00) IS BUDGETED IN FISCAL YEAR 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS ($350,000.00) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement year are set forth in **EXHIBIT B**. In accordance with **EXHIBIT J**, where itemized reimbursement for authorized travel expenses is permitted in this Agreement, AGENCY shall submit bills for any travel expenses in accordance with section 112.061 F.S. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted by the AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

Should this Agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) business days of receipt of payment from the County.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the BCC, and received from the State of Florida pursuant to **EXHIBIT J**.

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of

the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 AMENDMENTS TO OPIOID SETTLEMENT FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 9 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is

provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the State of Florida based on the AGENCY'S provision of services, or failure to provide services, pursuant to this Agreement. The AGENCY also agrees that funds made

available pursuant to this Agreement shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 11 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with a policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover which could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an

allocationmethodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification

or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 16 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 17 HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the Agreement must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 18 OPIOID SETTLEMENT FUNDS FUNDED AGENCY'S PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 19 ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Agreement, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents at the AGENCY's place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

The AGENCY will provide a final close-out report and Financial Reconciliation Statement as set forth in **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

The AGENCY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules

of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Agreement.

a. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts and grant revenue by sponsoring agency and contract/grant number if required by the Single Audit Act.

c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst at teaton@pbcgov.org.

The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

d. The audit is due within nine (9) months after the end of the AGENCY'S fiscal year.

e. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.

f. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY have appropriate internal controls verifying the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 20 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being

provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 21 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 22 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they

can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 23 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this Agreement.

ARTICLE 24 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by sections 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Agreement that have been created as a part of the AGENCY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of Agreement with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the AGENCY or without cause

upon ten (10) business days' written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

In the event the COUNTY does not receive Opioid Settlement Funding from the State of Florida pursuant to **EXHIBIT J**, this Agreement shall be immediately terminated effective on the date COUNTY is notified that such funding will not continue.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to the Agreement and the AGENCY shall not commence work on any such change until such written Amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail - return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director, Behavioral Health / Substance Abuse Disorder

Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:

Christine Frederick, CEO
The Lord's Place, Inc.
2808 Australian Avenue
West Palm Beach, Florida 33407

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 2 C.F.R. 200.317-327 - Procurement Standards.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective AGENCY official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and subagency that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies

that boycott Israel List, or is engaged in a boycott of Israel, pursuant to sections 215.4725, Florida Statutes. Pursuant to sections 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subagencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the

COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572,and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJI Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and

proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 38 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 39 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the Discriminatory Vendor List may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, subcontractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 40 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Agreement.

ARTICLE 41 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 42 FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (SAM) found at www.sam.gov, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 43 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to 42 U.S.C. § 7401 et seq. - Clean Air Act, as amended, and 33 U.S.C. § 1251 et seq. - Federal Water Pollution Control Act, as amended.

The AGENCY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation, as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The AGENCY agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance money.

ARTICLE 44 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401 - Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal

Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

ARTICLE 45 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

AGENCY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the 42 U.S.C. 6201 - Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 46 PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (EPA), at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above $10,000 or where the value of the goods procured during the preceding fiscal year exceeded $10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and vehicular products.

ARTICLE 47 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

AGENCY acknowledges that 31 U.S.C. Chapter 38 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

ARTICLE 48 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with 31 U.S.C. § 3729 - The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subcontractor under the Agreement.

ARTICLE 49 REGULATIONS

The AGENCY shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 50 E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2)

has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its Agreement with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 51 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 52 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 53 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 54 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such

application. In the event of a conflict between the application and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Michael A. Caruso
Clerk of the Circuit Court & Comptroller
Palm Beach County

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
The Lord's Place, Inc.

Signed by:
BY: Christine Frederick
ACDE204BFA2B44E...
Authorized Signature

Christine Frederick, CEO
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial
BY: JBR
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

DocuSigned by:
BY: Tarnna Malhotra
1459E4101F1049C...
Department Director

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FY 2026 – 2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
SCOPE OF WORK AND SERVICES

Agency Name: The Lord's Place, Inc.
Program Name: Pathways to Stability: Addressing Social Determinants of Health (SDoH) Through Peer-Led Outreach, Recovery and Housing Support
Location: Palm Beach County with a focus on Riviera Beach, Lake Park, unincorporated West Palm Beach, Boynton Beach and the Glades region
Focus Population: Young adults and adults experiencing unsheltered homelessness who have a Opioid Use Disorder, Substance Use Disorder or Co-Occurring Disorder

Service Category: Recovery Supports

Scope of Work

A. Program Description:

Pathways to Stability provides peer-led outreach, recovery support, and housing navigation for adults experiencing unsheltered homelessness with substance use disorder and/or co-occurring behavioral health and substance disorders, or traumatic stress impacting recovery. The program aims to enhance resiliency and promote long-term recovery through personalized interventions, addressing social determinants of health, and engaging with community partner, particularly small grassroots organizations that provide services to vulnerable and underserved populations.

B. Priority Population

Participant Definition: Participants will be Young Adults, Adults and Families with substance use disorder and/or co-occurring disorders.

Marginalized communities will receive priority consideration within the following areas: Tri-city Glades, Riviera Beach, West Palm Beach, Lake Worth Beach, and Delray Beach. Substance use and behavioral health disorders are significant public health issues that impact people across all demographics. Marginalized groups including racial and ethnic communities, LGBTQIA+ individuals, those living in poverty, and people with disabilities, face disproportionately high rates of substance use and behavioral health disorders. Additionally, marginalized communities have disproportionally lower rates of access to treatment or healthcare services, higher rates of incarceration and recidivism, as well as facing unique cultural barriers and stigma.

i. Documentation of Eligibility: All Participants shall be screened for eligibility. Supporting documentation of eligibility will be retained in each participant's file.

C. Clients Served: A minimum of 150 unduplicated Participants.

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D. Service Delivery:

i. AGENCY shall engage in direct outreach in high-need areas and conduct an intake assessment that includes eligibility, initial screening and explanation and expectations of program.

ii. AGENCY shall conduct secure consent for services once Participants and families (as appropriate) are educated about their rights and responsibilities regarding participation in the program.

iii. AGENCY shall use the Recovery Capital Index (RCI) survey (provided individual is stable enough to meaningfully respond to the survey) to obtain a baseline Recovery/Resiliency Capital score and set up recurring emails or texts every 30 days thereafter.

iv. AGENCY shall utilize RCI results to collaboratively develop an Individualized Recovery Plan (IRP) with each Participant within ten (10) days of screening assessment for participation in the program.

v. AGENCY shall ensure appropriate interventions such as Motivational Interviewing and other evidence-based strategies are utilized while providing direct services.

vi. AGENCY shall retain eligibility documentation in each Participant's file. Participants must be contacted and an initial screening appointment scheduled as soon as possible or not more than five (5) days from the referral date.

vii. AGENCY shall review RCI scores every 30 days and meet with Participants to review and, as appropriate, revise IRPs as needed.

viii. AGENCY shall be responsible for helping, coordinating, and advocating with any tenancy agreements between participant and housing provider, including for housing assistance and follow-along services to secure and maintain permanent stable housing.

ix. AGENCY shall ensure that recovery support services incorporate a full range of social, legal, and other resources that facilitate recovery and wellness, and work with participants to reduce or eliminate environmental and/or personal barriers to recovery.

x. AGENCY shall link participants with a certified peer recovery specialist and a housing navigator.

xi. AGENCY shall assist with Participants' basic needs, including but not limited to: food, clothing, sleeping needs, identification documents, and other essential services as needed.

xii. AGENCY shall conduct assessments, including but not limited to: VI-SPDAT, Recovery Capital Index, and an Intake Screening.

xiii. AGENCY shall ensure that Participants are connected to housing, including without limitation: family reunification, halfway houses, Florida Association of Recovery Residences (FARR) certified recovery residences, private-market rentals, or housing placements through the coordinated entry system.

xiv. AGENCY shall provide 1:1 peer recovery supports and provide a warm-hand-off to a Recovery Community Center for additional recovery support needs.

xv. AGENCY shall support Participants' goals for education, employment and navigation of benefits through its resources or through linkages with a Recovery Community Center and other community resource as needed.

xvi. AGENCY agrees to comply with all Programmatic Requirements (Exhibit G).

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Outcome	Increase the resilience of program Participants.
Indicator (Year 1)	60% of participants will improve resilience as evidenced by a 1 (one) point increase on the RCI from baseline to last recorded RCI within the fiscal year.
(Year 2 & 3)	70% of participants will improve resilience as evidenced by a 1 (one) point increase on the RCI from baseline to last recorded RCI within the fiscal year.

Outcome	Participants will remain engaged in services.
Indicator (Year 1)	60% of Participants will remain engaged in services for program duration.
(Year 2 & 3)	70% of Participants will remain engaged in services for program duration.

Outcome	Participants will be provided a referral to a Recovery Community Center.
Indicator (Year 1)	60% of Participants will be provided a referral to a Recovery Community Center.
(Year 2 & 3)	70% of Participants will be provided a referral to a Recovery Community Center.

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in

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the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis.

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of its CQM project after the required training.

AGENCY will implement its CQM project by the end of the second quarter.

AGENCY will report on the progress of its CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
UNITS OF SERVICE RATE AND DEFINITION

Agency Name: The Lord's Place, Inc.
Program Name: Pathways to Stability: Addressing SDoH Through Peer-Led Outreach, Recovery and Housing Support
Service: Recovery Supports

Description	Units Costs*	Total Year 1	Total Year 2	Total Year 3	Total Contract Amount
Service: Operating Costs Payment of program expenses directly with recovery support services (as described in Exhibit A, Scope of Work).	Actual	$333,333	$333,333	$333,333	$999,999
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual	$16,667	$16,667	$16,667	$50,001
Total Contract		**$350,000**	**$350,000**	**$350,000**	**$1,050,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses. To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract Award.*

All expenditures shall be in accordance with all Federal, State, and local laws and the State of Florida Opioid Settlement Agreement.

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. Monthly submissions are due by the twenty-fifth (25^{th}) day of each month following the month in which services were delivered.

The backup documentation must be submitted along with the invoice and signed cover letter that includes but is not limited to the following, –copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as part of the invoice submission, and via desk and/or on-site monitoring on a periodic basis.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed five percent (5%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*

- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*

- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*

- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

W ill there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____

Individual Completing Report: Print Name **Position / Title**

_____ _____

Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract/Agreement and this exhibit without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.

3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Contract/Agreement and for purposes of inspection of the Premises generally.

6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/Agreement and this exhibit amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Contract/Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in section 768.28, Florida Statutes.

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COMMUNITY SERVICES DEPARTMENT
FY 2026 Opioid Settlement Funds (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	The Lord's Place	**Program Name**	Pathways to Stability: Addressing SDoH Through Peer-Led Outreach, Recovery and Housing Support		
Name of person completing this logic model:	Raymond Morse, GPC	**Email of person completing this logic model:**	rmorse@thelordsplace.org	**Phone # of person completing this logic model:**	(561) 578-4929

Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** ***General statement of results expected***	**Projected Indicator** ***# to achieve/# to be served; %; time frame***	**Actual Indicator** ***# achieved/# served; %; time frame***	**Measurement Tool**	**Data Procedures**	**Frequency** ***Data Collection and Reporting***
Individuals experiencing unsheltered homelessness with past or present substance use challenges and/or traumatic stress lack access to basic necessities, housing navigation, behavioral healthcare, and recovery support systems, preventing them from achieving stability and engaging in long-term recovery.	150 individuals will receive peer-led outreach services, housing navigation, personalized recovery planning, linkage to recovery community organizations, and ongoing mentorship to promote long-term recovery and wellness.	Outcome 1: Increase the resilience of program participants Outcome 2: Participants will remain engaged in services Outcome 3: Participants will be provided a referral to a Recovery Community Centers.	Outcome 1 *Year 1* :90 of 150 or (60%) of participants will improve resilience as evidenced by a 1 (one) point increase on the RCI from baseline to the last recorded RCI in the fiscal year *Year 2 & 3* : 105 of 150 or (70%) of participants will improve resilience as evidenced by a 1 (one) point increase on the RCI from baseline to last recorded RCI in the fiscal year Outcome 2 Year 1: 90 of 150 or (60%) of participants will remain engaged in services for the program duration Year 2 & 3: 105 of 150 or (70%) of participants will remain engaged in services for the program duration Outcome 3: Year 1: 90 of 150 or (60%) of participants will be provided a referral to a Recovery Community Center Year 2 & 3: 105 of 150 or (70%) of participants will be provided a referral to a Recovery Community Center		**Output Tool:** Peer Supports recovery plan referral log **Outcome Tool:** *Outcome 1:* Recovery Capital Index (RCI). *Outcome 2:* Documentation of engagement for individuals with services within a 90-day time frame. *Outcome 3:* Documentation to show warm hand off to Recovery Community Center (if applicable) or recovery support services.	**Who does it?:** - Outreach peer advocates complete RCI, Wellness Plan, Enrollment, & Services Entries - Data & Evaluation Coordinator generates the outcome reports **What is the process?:** - Outreach peers meet w/ participants to ask ClientTrack & RCI assessment questions and to collaboratively develop wellness plan, then inputs in ClientTrack. - Data & Evaluation Coordinator runs ClientTrack reporting **Where is the data stored?:** Outcome 1: RCI Portal Outcome 2: Clients in Programs Report in HMIS Outcome 3. Referrals are sent through the Resource & Referral Portal.	**Data Collection:** **1.** RCI Assessment is completed at entry, every 30 days thereafter, and at exit. 2. ClientTrack services are entered under the client profile. 3. Referrals are entered on an ongoing basis using the Resource and Referral Portal. **Data Reporting:** - Data Quality reports are run monthly - Data reporting to measure indicators is generated every 3 months - The agency will provide quarter reports on all required outcomes.

Mission Statement: The Lord's Place is dedicated to breaking the cycle of homelessness by providing innovative, compassionate and effective services for men, women and children in our community.

Note - the outcomes and projected indicators (and associated target percentages) are taken directly from the NOFO guidance document as per the instructions given to submitter via the CSD ask a question email address.

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Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Contract and may result in termination of this Contract.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Opioid Settlement Fund (OSF) Contracts and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administrative and program costs. OSF's cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as part of desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed five percent (5%) of Opioid Settlement Contract funds and shall be included in the overall budget presented for approval. All administrative costs shall be maintained within individual service categories and shall be accounted for in the detailed general ledger. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered.

2. AGENCY will ensure that all expenditures shall be in accordance with all Federal, State, and local laws and **EXHIBIT L** (State of Florida Opioid Settlement Agreement).

3. The AGENCY shall submit quarterly **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT**, along with the following financial statements:

    a. Statement of Cash Flows

    b. Statement of Activities

    c. Statement of Financial Position

4. AGENCY shall be registered and have an Active Status with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year, and have provided services for at least six months. If approved for funding, a formal contract shall be executed, and payment will be made by reimbursement of documented expenses and/or pursuant to **EXHIBIT B** or any amendments thereto.

5. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

6. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

7. AGENCY shall promptly provide data for state and COUNTY mandatory OSF

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funding reporting requirements.

8. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Contract period or thereafter shall be disseminated, except as authorized by statute.

9. AGENY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal, programmatic, and conduct, as outlined in **EXHIBIT A, EXHIBIT B,** and in this Article are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly or more as warranted. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative, operational and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

10. AGENCY shall be monitored by the information within the Contract, **EXHIBIT A, EXHIBIT B,** and current monitoring tool.

11. AGENCIES with findings during the monitoring phase shall complete a Partnership Agreement within 30 days outlining who is responsible for ensuring that a finding will be corrected, as well as how and when findings will be resolved.

12. Data Entry:

    AGENCY shall provide the DEPARTMENT with participant-level data as requested. AGENCY shall attend data collection and reporting trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or, if approved by COUNTY, a spreadsheet that shall be provided monthly to demonstrate that participants are served. Data submitted shall clearly document all participant admissions and discharges under this Contract, as well as all programs, program participants, services, and strategies employed under this Contract, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Contract and a basis for termination of this Contract. AGENCY shall enter participant data into the designated data reporting system or spreadsheet within one (1) business day of a participant's activity in the program. Required data for collection shall include gender, veteran status, race-census categories, ethnicity- census categories, date of birth and age, and living arrangement at program entry and exit.
    Final participant data entry shall be completed by October 15th of each year to ensure compliance with this Contract, as well as to determine AGENCY'S progress in attaining its outcomes as outlined in **EXHIBIT A.**

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13. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Contract or as required by law.

14. AGENCY must enter all programmatic data into the DEPARTMENT designated data entry system.

15. Required Data Systems for AGENCIES receiving COUNTY funds in the Behavioral Health Substance Use Disorder Category:

    AGENCY agrees to partner in the DEPARTMENT's designated data entry system, to execute the necessary Partner and User Contracts, and to fully comply with the terms and conditions as set forth in the Partner and User Contracts, unless otherwise directed by the DEPARTMENT.

    AGENCY shall complete required system training prior to entering data in the identified DEPARTMENT- designated data entry system.

    The DEPARTMENT's - designated data entry system and any other data reporting system(s) designated by the COUNTY shall be the source for data collection and for all data used to determine compliance with programmatic contractual requirements. AGENCY shall submit quarterly programmatic outcomes and fiscal utilization reports using the templates provided by the DEPARTMENT. The templates for these reports can be found on the FAA website, located at Community Services - Financially Assisted Agencies FAA Agreement Resources. Quarterly programmatic outcome and utilization reports shall be submitted to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff directly by no later than 15 days following the end of each quarter (October 15, January 15, April 15, July 15).

16. If AGENCY provides care coordination services, AGENCY shall provide documentation of executed Memorandum of Understanding (MOU) with other behavioral health providers that are required to meet the needs of families within multiple regions across the COUNTY.

17. AGENCY shall comply with applicable county, state and federal certification and/or licensure requirements relevant to services delivered within the service categories.

    AGENCY shall adhere to behavioral health and substance use disorders provider service requirements, and maintain good standing with the State of Florida, Department of Children and Families (DCF) licensing requirements for the appropriate level of substance use treatment services, as applicable, for services AGENCY is providing under this Contract.

18. AGENCY shall ensure that subrecipients, if any, adhere to the same licensure standards as if they were a recipient of funding directly.

19. OSF Service Category Requirements for AGENCIES receiving COUNTY-approved opioid settlement funds include but are not limited to:

20. AGENCY shall have clearly written eligibility criteria and processes that include

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the following:

a. Participants must be a resident of Palm Beach County.

b. Specific programmatic eligibility requirements as stated in **EXHIBIT A.**

c. AGENCY'S applicable policies and procedures and shall be in alignment with Participant eligibility as described in **EXHIBIT A**.

d. AGENCY shall access federal, state and entitlement funding when available to ensure the most efficient use of COUNTY funds.

e. Services shall take place in Palm Beach County.

21. AGENCY shall adhere to the following guiding principles for all substance use and/or co-occurring disorder services:

a. AGENCY utilize the designated Resiliency/Recovery Capital Indexing tool (RCI), which shall be administered to young adult and adult populations experiencing substance use and/or co-occurring disorders. In addition, the RCI shall be used once a Participant is stable enough to obtain a valid and reliable baseline score and re-administered every thirty (30) days thereafter.

b. AGENCY is required to administer Satisfaction Surveys during program engagement and at program end date. Survey results shall be reported on a rolling quarterly basis concurrent with required quarterly reporting due dates, based on the State fiscal year (October 15, January 15, April 15, July 15).

c. AGENCY shall:

- Employ a person-centered, recovery-oriented delivery of services.
- Incorporate strength-based individualized planning and use of data to determine effectiveness of services and participant perception of services.
- Ensure individualized services are based on Participant's needs and expressed priorities and goals.
- Ensure Participant voice and choice are considered and that services are provided in partnership with participants.
- Incorporate a holistic approach, inclusive of assessments of individualized needs.
- Ensure services are provided in a trauma-informed manner and that Participants are provided a "no wrong-door" approach and appropriate warm hand-offs.
- Ensure consistent implementation and integration into care planning and services utilizing the RCI for young adults and adults with substance use disorder and/or co- occurring disorders.
- Employ flexibility and data if services are not producing expected outcomes.

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- Use evidence-based, evidence informed and/or promising practices when delivering services.
- Utilize data to ensure decisions are data-driven and that data are shared across common providers for Participants with appropriate consents and inter-agency data agreements.
- Ensure "warm hand-offs" are made to transition each individual from a provider or through a referral to an organization that will continue care or facilitate ongoing care.

22. Disclosure of Incidents:

AGENCY shall inform COUNTY, by telephone and email to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee, of all unusual incidents that involve any Participants within four to eight (4 - 8) hours of the occurrence of the incidents, and follow up with **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM** within twenty-four (24) hours of the occurrence of said incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of any participant served through the program funded in whole or part through County funds, including OSF funds. All of the incidents require that immediate action is taken to protect Participants from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

23. AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check prior to employment or volunteering and a rescreen every five (5) years for all volunteers and employees to maintain Level 2 standards. Contact with children, the elderly and other vulnerable adult populations, or confidential records is not permitted until screening is complete and the individual is deemed "Eligible"

24. AGENCY shall have an approved Succession Plan indicating how the AGENCY will communicate to the DEPARTMENT if Key Personnel, staff who are directly linked to the funded program, or Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement to the COUNTY to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee for approval annually.

25. AGENCY shall notify COUNTY Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee through the DEPARTMENT'S Incident Notification Process and follow up with **EXHIBIT E** within five (5) business days of the following:

a. Resignation/Termination of CEO, President and/or CFO.

b. Resignation/Termination of Key OSF funded staff.

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c. OSF Funded Staff vacancy position for 90 days or more.

d. Resignation/Termination of Key program staff, OSF Funded or not, who are providing services directly or indirectly.

e. Loss of funding from another Funder that could impact service delivery.

f. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).

g. Inability to have three (3) month's cash flow on hand.

h. Temporary interruption of the delivery of services due to closure, emergency, natural or unnatural disaster.

i. Other incidents that may occur unexpectedly and are not covered above.

26. AGENCY may provide Key Personnel appropriate training according to their staff qualifications and role, including but not limited to:
    a. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs) and Motivational Interviewing (MI) training;
    b. AGENCY shall ensure staff and Key Leadership Members participate in and understand the reasoning behind incorporating the Resiliency/Recovery Capital Index into the program and that AGENCY engages in training for administering and interpreting data in collaboration with COUNTY's designated vendor.

    AGENCY can obtain a list of training resources on the FAA webpage.

27. AGENCY shall provide its By-Laws, as well as a roster of Board of Directors with titles, addresses, and phone numbers, inclusive of non-conflict signed statements.

28. AGENCY shall provide its revised budget, as applicable, if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT, Program and Fiscal Staff.

29. AGENCY shall submit information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc. Updated information shall be provided at least annually to 211 Palm Beach/Treasure Coast, Inc.

30. AGENCY Engagement

    The DEPARTMENT and COUNTY rely on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Contract, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they - the taxpayers - are funding.

    The names and logos of the AGENCY or program funded under this Contract and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) approved

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logos are below:





Specific Activities - Mandatory:

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

Specific Activities - Recommended:

- When AGENCY describes the DEPARTMENT in written material (including news releases), use the language provided below and available on the DEPARTMENT'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.
- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Contract or the program funded under this Contract sufficiently in advance (e.g., a minimum of two (2) weeks prior) so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on the AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

31. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, **if disclosure is necessary** for the receiving entity to perform its

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duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

32. AGENCY shall be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training must be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:
    - A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    - A tracking component so that AGENCY or the County can verify employee compliance. AGENCY shall furnish an Attestation Statement, within ninety (90) days of execution of this Contract, verifying that a cyber security training is in place for all employees that serve Palm Beach County.

33. AGENCY serving eligible participants/households must:
    - Check Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for individuals/households;
    - Enroll participant(s)/household(s) into the DEPARTMENT-designated data system, and document all service(s) provided;
    - Utilize the Resource and Referral Portal (RRP) in OSCARSS to provide referrals to community-based services such as self-sufficiency services/employment services, etc. as appropriate;
    - Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    - Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes.

34. STATE AND COUNTY OSF REPORTING REQUIREMENTS

    - State and local governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations/requirements from the Opioid Abatement Taskforce or Council.

    - State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

        - Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds.
        - Any provider shall retain and maintain all participant/client records, financial records, supporting documents, statistical records, and any other document (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after it ceases to receive Opioid Funds or longer when required by law. In the event an audit is required by the State or Local Government, records shall be retained for a minimum period of six (6) years after the audit

report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

- At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
- A financial and compliance audit shall be performed annually and provided to the State.
- All providers shall comply and cooperate immediately with any inspection reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.
- No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

35. ADDITIONAL OPIOID SETTLEMENT-SPECIFIC REPORTING AND ACCOUNTABILITY. Agency shall request access from the Florida Department of Children and Families (DCF) to the Opioid Data Management System: DCF-SAMH Office of Opioid Recovery User Access Request Form [app.smartsheet.com]. DCF-SAMH Office of Opioid Recovery User Access Request Form [app.smartsheet.com]

Each Agency staff person needing access should complete the Smartsheet form.

An AGENCY receiving Opioid Settlement funds is required to submit data to the Opioid Data Management System web portal no later than 18th day of each month following service delivery.

This reporting will include the following information:

- Data on demographics
- Number of individuals served
- Services provided
- Diagnoses
- The cost associated with services.

AGENCY shall upload 837 forms into the Opioid Data Management System for client-specific services paid for with Opioid Settlement funds. This form is an electronic file with client specific data used for healthcare claims. AGENCYs who have an electronic health (or medical) record (EHR) system can produce these files and will be able to complete the required fields. AGENCYs without access to 837 file formats will use the CSV file format provided by the Department.

- Report expenditures for the previous fiscal year to the Department of Children and Families (DCF) by no later than August 31st.

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- Report to DCF is due by July 1st of each year on how Opioid Funds will be expended in the upcoming fiscal year.

- The State Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate effectiveness of expenditures on Approved Purposes.

- DCF has established a statewide Opioid Implementation and Financial Reporting System ("Florida Opioid Implementation and Financial Reporting System" (FOIFRS) to which providers may request access for the purpose of submitting implementation plans and financial reports.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of The Lord's Place (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Christine M. Frederick
(Signature of Officer or Representative)

Christine Frederick
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 10th day of June, 2025, by Christine M. Frederick

Personally known ☑ OR produced identification ☐ .

Type of identification produced _____.

Laura L Allianic
NOTARY PUBLIC (Signature)
My Commission Expires: 12/17/28
State of Florida at large

LAURA L. ALLIANIC
MY COMMISSION # HH 622246
EXPIRES: December 17, 2028

(Notary Seal)

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FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

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A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

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10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

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17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

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4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

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(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

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(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

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8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

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h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

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(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

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City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

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amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

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14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

By: John Guard 11/15/2021 DATED

Its: Chief Deputy Attorney General

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EXHIBIT A

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Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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EXHIBIT B

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Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services

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for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co- occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co- occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

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6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid- related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

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b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or

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strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

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1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence- informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

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6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to addressmental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence- based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and

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provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes

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of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

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5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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EXHIBIT C

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County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

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	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

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	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

Docusign Envelope ID: 6BBED5BA-8C71-480D-98EE-B0497ED821D3

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

Docusign Envelope ID: 6BBED5BA-8C71-480D-98EE-B0497ED821D3

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

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	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

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	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

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	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

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	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

Docusign Envelope ID: 6BBED5BA-8C71-480D-98EE-B0497ED821D3

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

Docusign Envelope ID: 6BBED5BA-8C71-480D-98EE-B0497ED821D3

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

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	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

Docusign Envelope ID: 6BBED5BA-8C71-480D-98EE-B0497ED821D3

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

Docusign Envelope ID: 6BBED5BA-8C71-480D-98EE-B0497ED821D3

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

Docusign Envelope ID: 6BBED5BA-8C71-480D-98EE-B0497ED821D3

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

Docusign Envelope ID: 6BBED5BA-8C71-480D-98EE-B0497ED821D3

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

Detail by Entity Name

Florida Not For Profit Corporation
THE LORD'S PLACE, INC.

Filing Information

Document Number	765366
FEI/EIN Number	59-2240502
Date Filed	10/11/1982
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/23/2009
Event Effective Date	NONE

Principal Address

2808 AUSTRALIAN AVE.
WEST PALM BEACH, FL 33407

Changed: 04/04/2003

Mailing Address

PO BOX 3265
WEST PALM BEACH, FL 33402

Changed: 04/04/2003

Registered Agent Name & Address

Frederick, Christine
2808 N. AUSTRALIAN AVE.
WEST PALM BEACH, FL 33407

Name Changed: 05/28/2025

Address Changed: 02/12/2009

Officer/Director Detail

Name & Address

Title Chairman

Thornburgh, Cornelia
2808 N. AUSTRALIAN AVE
WEST PALM BEACH, FL 33407

Title Treasurer

Ward, Charles
2808 AUSTRALIAN AVE.
WEST PALM BEACH, FL 33407

Title President, CEO

Frederick, Christine
2808 N. AUSTRALIAN AVE
WEST PALM BEACH, FL 33407

Title Secretary

Philias, Willy
2808 N. AUSTRALIAN AVE
WEST PALM BEACH, FL 33407

Title VC

Lang, Wesley
2808 AUSTRALIAN AVE.
WEST PALM BEACH, FL 33407

Title COO

Parrish, Jessica
2808 AUSTRALIAN AVE.
WEST PALM BEACH, FL 33407

Title Chief Human Resource Officer

Phillips, Jan
2808 AUSTRALIAN AVE.
WEST PALM BEACH, FL 33407

Title CFO

Glover, Marisa
2808 AUSTRALIAN AVE.
WEST PALM BEACH, FL 33407

Title Chief Advancement Officer

Noble, Anne
2808 AUSTRALIAN AVE.
WEST PALM BEACH, FL 33407

Annual Reports

Report Year	Filed Date
2024	02/07/2024
2025	01/30/2025
2025	05/28/2025

Document Images

05/28/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2025 -- ANNUAL REPORT	View image in PDF format
02/07/2024 -- ANNUAL REPORT	View image in PDF format
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01/26/2023 -- ANNUAL REPORT	View image in PDF format
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11/14/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/15/2022 -- ANNUAL REPORT	View image in PDF format
11/15/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
07/30/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
02/13/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
08/09/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
08/18/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
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01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/07/2014 -- ANNUAL REPORT	View image in PDF format
02/19/2013 -- ANNUAL REPORT	View image in PDF format
02/06/2012 -- ANNUAL REPORT	View image in PDF format
06/27/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
09/23/2009 -- ANNUAL REPORT	View image in PDF format
07/23/2009 -- Amendment	View image in PDF format
02/12/2009 -- Amendment	View image in PDF format
03/31/2008 -- ANNUAL REPORT	View image in PDF format
01/29/2007 -- ANNUAL REPORT	View image in PDF format
07/18/2006 -- ANNUAL REPORT	View image in PDF format
02/15/2005 -- ANNUAL REPORT	View image in PDF format
01/26/2004 -- ANNUAL REPORT	View image in PDF format
04/04/2003 -- ANNUAL REPORT	View image in PDF format
02/12/2002 -- ANNUAL REPORT	View image in PDF format
01/31/2001 -- ANNUAL REPORT	View image in PDF format
05/02/2000 -- Merger	View image in PDF format
02/01/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency, LLC 1000 Corporate Dr Ste 400 Ft Lauderdale FL 33334-3628	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** FLCertificates@MarshMMA.com
INSURED LORDSPLACE1 The Lord's Place, Inc. PO Box 3265 W Palm Beach FL 33402-4592	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Co. / 18058 **INSURER B :** Carolina Casualty Insurance Company / 10510 **INSURER C :** GuideOne Insurance Company / 15032 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1103438966 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	010053783	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1MIL / $1MIL
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			010053784	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ $2,500			010053785	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		N	KRM362431749	12/21/2024	12/21/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C A	Professional Liability Directors & Officers Liability	N	N	010053783 PHSD1808766003	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Each Claim/Aggregate Aggregate	$1MIL / $3MIL 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured as respects to General, Automobile, Umbrella and Professional Liability only if required by written contract, and subject to the terms, conditions, and limits as specified in the policy. Waiver of subrogation applies in favor of certificate holder as respects to General, Automobile, Umbrella and Professional Liability only if required by written contract and subject to the terms, conditions and limits as specified in the policy.
*CERTIFICATE HOLDER CONTINUED - A political subdivision of the State of Florida

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners*
Insurance Complaince
PO Box 10085
Duluth GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

April K Rj

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SUBRECIPIENT AGREEMENT

This Agreement is made as of the _____day of _____, 20_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Palm Beach County Substance Abuse Coalition, Inc., dba Palm Beach County Behavioral Health Coalition**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **80-0501520**.

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement between the State of Florida Department of Legal Affairs, Office of the Attorney General and certain local governments in the State of Florida, including Palm Beach County, (**EXHIBIT J**), and is the designated recipient of the Opioid Settlement Funds in Palm Beach County; and

WHEREAS, the AGENCY has proposed providing certain services funded by Opioid Settlement Funds; and

WHEREAS, the Board of County Commissioners (BCC) unanimously approved the Behavioral Health and Substance Use Disorder Plan 2024 (2024 Plan) and an opioid settlement fund expense plan on October 22, 2024; and as approved, the 2024 Plan includes: Opioid Settlement Funds be allocated with ninety (90) percent of funds going towards Social Determinants of Health and ten (10) percent towards Deep End Treatment; the COUNTY'S collective and collaborative efforts have been directed at planning, developing and executing a comprehensive person-centered, recovery-oriented ecosystem of care; the County measures its initiatives primarily through a resilience and recovery capital framework because of its ability to capture resilience, health, well-being, social determinants of health and risk factors; and

WHEREAS, the COUNTY is committed to a syndemic approach to address the needs of communities overburdened by concurrent or sequential epidemics of HIV, Behavioral Health, Substance Use Disorders, and/or Housing Instability; and

WHEREAS, the ecosystem, at the Macro level, is concerned with interaction and interdependence of individuals with their surrounding physical, social, and cultural systems to holistically assess how individuals affect and are affected by such systems; and makes accessible a network of services and supports that is person-centered and builds on the strengths and resilience of individuals, families, and communities to achieve improved health, wellness, and quality of life; and

WHEREAS, the Micro level aims to increase an individual's resilience and recovery capital through a network of "Recovery Hubs" and other support services providing non-clinical resources, including peer support, employment and job training linkages, and social and recreational activities intended for people in or seeking recovery; and

WHEREAS, the federal Substance Abuse and Mental Health Services Administration (SAMHSA) indicates resilience is a key component to a system of care and that an extensive literature review found that resilience is unanimously negatively associated with depression, anxiety and trauma

symptoms in youth, and is therefore, meaningful for screening purposes in at-risk populations/situations and further offers better mental health and health outcomes not only in adolescents and children's populations, but in the adult population as well; and

WHEREAS, the COUNTY has utilized Recovery Capital Indexing (RCI) to measure and assess resilience and recovery capital since 2019 and is key to measuring the system of care's success , providing a comprehensive picture of a person's well-being that allows for a personalized approach to recovery and wellness; and

WHEREAS, critical to the BCC's goals of establishing a person-centered, recovery-oriented ecosystem is the emphasis placed on social determinants of health, setting a clear system of care path that is focused on improved long-term recovery outcomes and increased resiliency; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 OPIOID SETTLEMENT FUND FUNDED SERVICES

The AGENCY agrees to provide Safe Disposal Initiative services to residents with substance use disorders of the COUNTY as set forth in **EXHIBIT A - SCOPE OF WORK**, **EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITION**, and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS,** and shall comply with the terms and reporting requirements in **EXHIBIT J - FLORIDA ALLOCATION AND STATEWIDE RESPONSE AGREEMENT BETWEEN STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL AND CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA**. No changes in the scope of work or services are to be conducted without the written approval of Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A, EXHIBIT B,** and **EXHIBIT H;** and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on August 1, 2025 and complete services on June 30, 2026. The Agreement will automatically renew for two (2) additional one (1) year term(s) (renewal terms), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.

The parties shall amend this Agreement if there is a change to the Scope of Work/Implementation Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT H,** and **EXHIBIT J.**

ARTICLE 5 PAYMENTS TO THE OPIOID SETTLEMENT FUNDS FUNDED AGENCY

The COUNTY shall pay to the AGENCY for services rendered under this Agreement not to exceed a total amount of **TWO HUNDRED AND FORTY THOUSAND DOLLARS AND ZERO CENTS ($240,000.00) OVER A THREE-YEAR PERIOD, OF WHICH EIGHTY THOUSAND DOLLARS AND ZERO CENTS ($80,000.00) IS BUDGETED IN FISCAL YEAR 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF EIGHTY THOUSAND DOLLARS AND ZERO CENTS ($80,000.00) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement year are set forth in **EXHIBIT B**. In accordance with **EXHIBIT J**, where itemized reimbursement for authorized travel expenses is permitted in this Agreement, AGENCY shall submit bills for any travel expenses in accordance with section 112.061 F.S. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted by the AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

Should this Agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) business days of receipt of payment from the County.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the BCC, and received from the State of Florida pursuant to **EXHIBIT J**.

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of

the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 AMENDMENTS TO OPIOID SETTLEMENT FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 9 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is

provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the State of Florida based on the AGENCY'S provision of services, or failure to provide services, pursuant to this Agreement. The AGENCY also agrees that funds made

available pursuant to this Agreement shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 11 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with a policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover which could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation

methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification

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or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 16 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 17 HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the Agreement must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 18 OPIOID SETTLEMENT FUNDS FUNDED AGENCY'S PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 19 ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Agreement, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents at the AGENCY's place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

The AGENCY will provide a final close-out report and Financial Reconciliation Statement as set forth in **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

The AGENCY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules

of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Agreement.

a. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts and grant revenue by sponsoring agency and contract/grant number if required by the Single Audit Act.

c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst at teaton@pbcgov.org.

The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

d. The audit is due within nine (9) months after the end of the AGENCY'S fiscal year.

e. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.

f. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY have appropriate internal controls verifying the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 20 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being

provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 21 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 22 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 23 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this Agreement.

ARTICLE 24 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by sections 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to

fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Agreement that have been created as a part of the AGENCY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of Agreement with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through

the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

In the event the COUNTY does not receive Opioid Settlement Funding from the State of Florida pursuant to **EXHIBIT J**, this Agreement shall be immediately terminated effective on the date COUNTY is notified that such funding will not continue.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to the Agreement and the AGENCY shall not commence work on any such change until such written Amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail - return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director, Behavioral Health / Substance Abuse Disorder
Palm Beach County Community Services Department
810 Datura Street

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West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:

Ryan Wertepny, Executive Director
Palm Beach County Substance Abuse Coalition, Inc., dba Palm Beach County Behavioral Health Coalition
2300 High Ridge Road #365
Boynton Beach, Florida 33426

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 2 C.F.R. 200.317-327 - Procurement Standards.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective AGENCY official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and subagency that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to sections 215.4725, Florida

Statutes. Pursuant to sections 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subagencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information

technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572,and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJI Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the

power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 38 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 39 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the Discriminatory Vendor List may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, subcontractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 40 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Agreement.

ARTICLE 41 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard

Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 42 FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (SAM) found at www.sam.gov, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 43 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to 42 U.S.C. § 7401 et seq. - Clean Air Act, as amended, and 33 U.S.C. § 1251 et seq. - Federal Water Pollution Control Act, as amended.

The AGENCY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation, as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The AGENCY agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance money.

ARTICLE 44 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401 - Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

ARTICLE 45 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

AGENCY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the 42 U.S.C. 6201 - Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 46 PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (EPA), at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above $10,000 or where the value of the goods procured during the preceding fiscal year exceeded $10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and vehicular products.

ARTICLE 47 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

AGENCY acknowledges that 31 U.S.C. Chapter 38 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

ARTICLE 48 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with 31 U.S.C. § 3729 - The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subcontractor under the Agreement.

ARTICLE 49 REGULATIONS

The AGENCY shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 50 E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its Agreement with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 51 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 52 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 53 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 54 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Michael A. Caruso
Clerk of the Circuit Court & Comptroller
Palm Beach County

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
Palm Beach County Substance Abuse Coalition, Inc., dba Palm Beach County Behavioral Health Coalition

DocuSigned by:
BY: Ryan Wertepny
CE58B7EAEE1146A...
Authorized Signature

Ryan Wertepny
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial
JBR
BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

DocuSigned by:
BY: Tanuna Malhotra
1459E4101F1049C...
Department Director

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FY 2026 – 2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
SCOPE OF WORK AND SERVICES

Agency Name: Palm Beach County Substance Abuse Coalition, Inc., dba Palm Beach County Behavioral Health Coalition
Program Name: Safe Disposal Initiative
Location: Palm Beach County
Focus Population: Adolescents, young adults, adults, caretakers, and families
Service Category: Community Education and Engagement/Drug Disposal

Scope of Work

A. Program Description

The "Safe Disposal Initiative" will adopt a comprehensive approach by expanding resources, guiding community members to pill drop locations, repairing and adding new drop-off sites, and launching environmental strategy campaigns that promote safe disposal. The proposed initiative will also include hosting additional drug take-back days and implementing the "Safe Meds" training to further encourage proper medication disposal practices.

The pill drop location objective is to assess current pill drop locations, compile a directory and enhance public accessibility by maintaining, upgrading or adding new pill drop locations.

Additionally, the program will participate in Shaping A Healthier Palm Beach County and implement the following campaigns:

- Over the Dose, which is a national media campaign that addresses a critical issue in public health related to receiving excess prescription medications without knowledge of proper storage and disposal methods.
- Fish Can't Say No, which is a public awareness campaign intended to educate communities on the environmental and public health risks associated with the improper disposal of prescription and over the counter medications.

Trainings on safe disposal, including "Safe Meds" training will be conducted annually.

B. Priority Population

- **Participant Definition:** All individuals, including adolescents, young adults, adults, older adults, caretakers, and families in Palm Beach County, with a particular focus on residents of identified areas including Riviera Beach, Tri-City Glades, West Palm Beach, Lake Worth Beach, and Delray Beach.

- **Eligibility Criteria:** Palm Beach County resident.

- **Documentation of Eligibility:** Sign-in sheets will be maintained and submitted with invoices for all trainings which shall include participants name, address, phone number and email. Only residents of

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Palm Beach County may be counted as participating in activities. Impressions for media campaigns also shall be provided and to the extent possible include only Palm Beach county residents

C. Individuals Served: A minimum of 288 unduplicated individuals will participate in "Safe Meds" training annually. A minimum of 215,000 individuals will be engaged and/or reached through media campaigns. A minimum of 190 lbs. of prescription pills will be collected during the annual Take Back Day.

D. Service Delivery:

i. Palm Beach County Substance Abuse Coalition, Inc., dba Palm Beach County Behavioral Health Coalition (AGENCY) shall conduct an assessment of pill drop locations across Palm Beach County to ascertain if they are functional, in need of repair or need to be placed somewhere else to allow easy access for residents.

ii. AGENCY shall develop a publicly available resource that lists all pill drop locations in the County.

iii. AGENCY shall deploy public awareness campaigns about the importance of proper prescription and over the counter medications. The public awareness campaigns shall occur at least 12 times per year and use various strategies including outreach through social media, billboards, and other advertising platforms.

iv. AGENCY shall implement the national campaign, *Over the Dose*, which addresses the critical public health issue of individuals receiving more medications than they need and being unaware of how to properly store and dispose of medications leading to potential misuse, overdose and increased health risks within the community.

v. AGENCY shall also deploy the *Fish Can't Say No* campaign to educate communities on the environmental and public health risks associated with the improper disposal of prescription and over the counter medications, including specially designed localized campaigns in the prioritized communities.

vi. AGENCY shall participate in the Shaping A Healthier Palm Beach County, which encourages all residents to take the Resiliency Capital Index (RCI) survey which measures overall wellness and can be used to measure community level risk and resilience.

vii. AGENCY shall strategically place billboards in places where unused, expired or unwanted medications are commonly housed.

viii. AGENCY shall take a proactive approach in organizing additional Drug Enforcement Administration Take Back Day events and host at least two (2) collection sites per National Take Back Day (e.g., four (4) sites per year) to serve residents in the North, South, East, and West regions of the county.

ix. AGENCY shall conduct *Safe Meds* training at least six (6) times per year for a minimum of 48 participants at each training event (288 unduplicated individuals per year). Each training location will be provided a Safety Kit that contains essential first aid materials, Naloxone, Deterra (a medication deactivation product), and educational resources to enhance safety and engagement. Attendees of the training shall be provided with a Deterra Bag for at-home medication disposal and Naloxone.

x. AGENCY will survey current pill drop locations to update the current list of official drop-off locations, ensuring all information is accurate on PBCDrop.org. This includes evaluating existing sites based on safety, usability, and geographic location. Any damaged or outdated drop-off boxes will be repaired or replaced as necessary. Additionally, PBCBHC will work with community partners,

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including the Palm Beach County Sheriff's Office, to identify areas with demonstrated need and open or reopen up to two new pill drop locations annually.

xi. AGENCY agrees to comply with all Programmatic Requirements (**EXHIBIT G**).

E. Outcomes

Outcome	Increase the number of unused prescription drugs collected in the fiscal year.
Indicator	Increase the number of pounds of unused prescription drugs collected by 10% from baseline in each fiscal year.

Outcome	Increase the number of collection sites.
Indicator	Increase the number of new collection sites by 10% from baseline in each fiscal year.

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

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The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of its CQM project after the required training.

AGENCY will implement its CQM project by the end of the second quarter.

AGENCY will report on the progress of its CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Palm Beach County Substance Abuse Coalition, Inc., dba Palm Beach County Behavioral Health Coalition
Program Name: Safe Disposal Initiative
Service Category: Community Education and Engagement/Drug Disposal

Description	Units Costs*	Total Year 1	Total Year 2	Total Year 3	Total Contract Amount
Service: Operating Costs Payment of program expenses directly with expanding resources that promote safe disposal services (as described in **Exhibit A**, Scope of Work).	Actual	$76,190	$76,190	$76,190	$228,570
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual	$3,810	$3,810	$3,810	$11,430
Total Contract		**$80,000**	**$80,000**	**$80,000**	**$240,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses. To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract Award.*

All expenditures shall be in accordance with all Federal, State, and local laws and the State of Florida Opioid Settlement Agreement.

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered.

The backup documentation must be submitted along with the invoice and signed cover letter that includes but is not limited to the following, –copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as part of the invoice submission, and via desk and/or on-site monitoring on a periodic basis.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed five percent (5%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*
- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*
- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*
- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

W ill there be an investigation?
- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____
Individual Completing Report: Print Name **Position / Title**

_____ _____
Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract/Agreement and this exhibit without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.

3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Contract/Agreement and for purposes of inspection of the Premises generally.

6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/Agreement and this exhibit amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Contract/Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in section 768.28, Florida Statutes.

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COMMUNITY SERVICES DEPARTMENT
FY 2026 Financially Assisted Agencies (FAA)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	**Palm Beach Substance Use Coalition**		**Program Name**				
Name of person completing this logic model:			**Email of person completing this logic model:**			**Phone # of person completing this logic model:**	
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** ***General statement of results expected***	**Projected Indicator** ***# to achieve/# to be served; %; time frame***	**Actual Indicator** ***# achieved/# served; %; time frame***	**Measurement Tool**	**Data Procedures**	**Frequency** ***Data Collection and Reporting***
Palm Beach County remains heavily impacted by the opioid crisis, with overdose deaths peaking at 817 in 2017 and fluctuating since—rising again to 675 in 2020 and 626 in 2021. While opioid-related deaths declined by 46% from 2023 to 2024, high EMS overdose response rates (390 in December 2023 alone) highlight ongoing risk. This crisis is fueled by a combination of factors, including the widespread misuse of prescription opioids, the availability of illicit fentanyl, and limited access to harm reduction resources. Prescription opioid misuse, in particular, is a key driver of overdose deaths, as individuals often begin their journey toward addiction through the misuse of prescribed medications. There is a significant gap in effective opioid overdose prevention and harm reduction strategies, particularly around the safe use and disposal of prescription medications. Improper disposal of unused or expired medications increases the risk of misuse, while the lack of accessible drop-box locations and public education on safe disposal and proper medication handling perpetuates the problem. Many residents lack awareness of resources available for opioid overdose prevention, such as safe disposal programs, and the critical role of public education campaigns in changing behaviors around prescription medication use and disposal. This has contributed to a cycle of opioid misuse, accidental overdoses, and limited community engagement in harm reduction practices. Addressing these issues requires ongoing efforts to enhance harm reduction strategies, access to substance use disorder care and resources, decrease stigma surrounding substance use disorders and co- occurring mental health disorders, and improve public awareness and access to services.	Public Access & Harm Reduction: Distribute Safety Kits, including generic first aid materials, Naloxone, and Dexerra to training participants. Public Access & Harm Reduction: Increase the number of National Take Back Day locations and serve residents across the North, South, East, and West regions of Palm Beach County. Collaborate with community partners to assess existing pill-dop site locations, develop a comprehensive and accurate list of sites, and repair/replace boxes as needed. 215,000 individuals will engage in Public Knowledge and Awareness: Provide Safe Prescription Medication Use through Social Media Campaign 288 Individuals will participate in disposal training for young adults, adults, and families in Palm Beach County. Social Norms: Promote safe drug disposal media campaigns. Collection of a minimum of 190 lbs	Outcome 1: Increase the number of unused prescription drugs collected in the fiscal year. Outcome 2: Increase the number of collection sites	Outcome 1: Increase the number of pounds of unused prescription drugs collected by 10% from the baseline in each fiscal year. Outcome 2: Increase the number of new collection sites by 10% from baseline in each fiscal year.		Output Tool: Attendance records for Safe Prescription Medication Use and Disposal trainings. Reach and impressions of media campaigns. Internal tracking of locations/sites of community-based initiatives.	Who does it?: Data collection will be managed by PBCBHC program staff, including outreach coordinators, peer specialists, and partner agencies	Data Collection: Take Back Day: Data will be collected shortly after the completion of each scheduled Take Back Day by Palm Beach County Sheriff's Office and analyzed by PBCBHC staff accordingly. Safe Prescription Medication Use and Disposal Training: Data will be collected at the start and completion of each training session. The recorded data will be documented and analyzed at the conclusion of each training. Media Campaign: Media campaign analytic collection and analysis will occur internally on a monthly basis. The analytic data will be provided by third-party agencies.
					Outcome Tool: Outcome 1: Tracking the # pounds of collected prescription medications through Take Back Day and drop-box efforts. Outcome 2: Tracking the # of prescription drop-box sites in PBC. Number of Take Back Day locations. Outcome 2: Tracking the # of new collection sites.	What is the process?: Take Back Day: Data is gathered and produced by Palm Beach County Sheriff's Office and internally documented and assessed by PBCBHC staff. Safe Prescription Medication Use and Disposal Trainings: Collect demographics and pre/post- test data via Echo 360. Coordinate with training site host to collect participant feedback survey via Survey Monkey. Media Campaign: Collect analytics from third-party agencies and internally document. Drop Box Locations: Data is gathered and produced by local law enforcement agencies that are responsible for monitoring drop-box sites and then it is internally document new or repaired drop box locations as they occur and update relevant community resources accordingly. Log referrals and connections in OSCARSS system.	Drop Box Locations: Data will be collected immediately upon installation or restoration of sites. Data will be analyzed on a quarterly basis.
						Where is the data stored?: Echo360, IBH Analytics, Meta Business Suite, Google Ads, and OSCARSS	Data Reporting: Monthly Reports: Program staff internally review data to monitor trends and adjust strategies as needed. Quarterly Reports: Findings on engagement and outreach effectiveness are compiled and shared with stakeholders via the OSF Activity Tracker. Annual Review: A comprehensive analysis of program impact is conducted, including service utilization, success stories, and recommendations for future improvements. Submit utilization and outcomes reports quarterly via email to the Grant Compliance Specialist.

Mission Statement: Transforming and Uniting Palm Beach County by empowering our children, our families and our neighborhoods through awareness, education, and training.

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Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Contract and may result in termination of this Contract.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Opioid Settlement Fund (OSF) Contracts and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administrative and program costs. OSF's cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as part of desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed five percent (5%) of Opioid Settlement Contract funds and shall be included in the overall budget presented for approval. All administrative costs shall be maintained within individual service categories and shall be accounted for in the detailed general ledger. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered.

2. AGENCY will ensure that all expenditures shall be in accordance with all Federal, State, and local laws and **EXHIBIT L** (State of Florida Opioid Settlement Agreement).

3. The AGENCY shall submit quarterly **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT**, along with the following financial statements:

    a. Statement of Cash Flows

    b. Statement of Activities

    c. Statement of Financial Position

4. AGENCY shall be registered and have an Active Status with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year, and have provided services for at least six months. If approved for funding, a formal contract shall be executed, and payment will be made by reimbursement of documented expenses and/or pursuant to **EXHIBIT B** or any amendments thereto.

5. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

6. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

7. AGENCY shall promptly provide data for state and COUNTY mandatory OSF

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funding reporting requirements.

8. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Contract period or thereafter shall be disseminated, except as authorized by statute.

9. AGENY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal, programmatic, and conduct, as outlined in **EXHIBIT A, EXHIBIT B**, and in this Article are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly or more as warranted. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative, operational and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

10. AGENCY shall be monitored by the information within the Contract, **EXHIBIT A, EXHIBIT B**, and current monitoring tool.

11. AGENCIES with findings during the monitoring phase shall complete a Partnership Agreement within 30 days outlining who is responsible for ensuring that a finding will be corrected, as well as how and when findings will be resolved.

12. Data Entry:

    AGENCY shall provide the DEPARTMENT with participant-level data as requested. AGENCY shall attend data collection and reporting trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or, if approved by COUNTY, a spreadsheet that shall be provided monthly to demonstrate that participants are served. Data submitted shall clearly document all participant admissions and discharges under this Contract, as well as all programs, program participants, services, and strategies employed under this Contract, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Contract and a basis for termination of this Contract. AGENCY shall enter participant data into the designated data reporting system or spreadsheet within one (1) business day of a participant's activity in the program. Required data for collection shall include gender, veteran status, race-census categories, ethnicity- census categories, date of birth and age, and living arrangement at program entry and exit.
    Final participant data entry shall be completed by October 15th of each year to ensure compliance with this Contract, as well as to determine AGENCY'S progress in attaining its outcomes as outlined in **EXHIBIT A**.

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13. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Contract or as required by law.

14. AGENCY must enter all programmatic data into the DEPARTMENT designated data entry system.

15. Required Data Systems for AGENCIES receiving COUNTY funds in the Behavioral Health Substance Use Disorder Category:

    AGENCY agrees to partner in the DEPARTMENT's designated data entry system, to execute the necessary Partner and User Contracts, and to fully comply with the terms and conditions as set forth in the Partner and User Contracts, unless otherwise directed by the DEPARTMENT.

    AGENCY shall complete required system training prior to entering data in the identified DEPARTMENT- designated data entry system.

    The DEPARTMENT's - designated data entry system and any other data reporting system(s) designated by the COUNTY shall be the source for data collection and for all data used to determine compliance with programmatic contractual requirements. AGENCY shall submit quarterly programmatic outcomes and fiscal utilization reports using the templates provided by the DEPARTMENT. The templates for these reports can be found on the FAA website, located at Community Services - Financially Assisted Agencies FAA Agreement Resources. Quarterly programmatic outcome and utilization reports shall be submitted to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff directly by no later than 15 days following the end of each quarter (October 15, January 15, April 15, July 15).

16. If AGENCY provides care coordination services, AGENCY shall provide documentation of executed Memorandum of Understanding (MOU) with other behavioral health providers that are required to meet the needs of families within multiple regions across the COUNTY.

17. AGENCY shall comply with applicable county, state and federal certification and/or licensure requirements relevant to services delivered within the service categories.

    AGENCY shall adhere to behavioral health and substance use disorders provider service requirements, and maintain good standing with the State of Florida, Department of Children and Families (DCF) licensing requirements for the appropriate level of substance use treatment services, as applicable, for services AGENCY is providing under this Contract.

18. AGENCY shall ensure that subrecipients, if any, adhere to the same licensure standards as if they were a recipient of funding directly.

19. OSF Service Category Requirements for AGENCIES receiving COUNTY-approved opioid settlement funds include but are not limited to:

20. AGENCY shall have clearly written eligibility criteria and processes that include

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the following:

a. Participants must be a resident of Palm Beach County.

b. Specific programmatic eligibility requirements as stated in **EXHIBIT A.**

c. AGENCY'S applicable policies and procedures and shall be in alignment with Participant eligibility as described in **EXHIBIT A.**

d. AGENCY shall access federal, state and entitlement funding when available to ensure the most efficient use of COUNTY funds.

e. Services shall take place in Palm Beach County.

21. AGENCY shall adhere to the following guiding principles for all substance use and/or co-occurring disorder services:

a. AGENCY utilize the designated Resiliency/Recovery Capital Indexing tool (RCI), which shall be administered to young adult and adult populations experiencing substance use and/or co-occurring disorders. In addition, the RCI shall be used once a Participant is stable enough to obtain a valid and reliable baseline score and re-administered every thirty (30) days thereafter.

b. AGENCY is required to administer Satisfaction Surveys during program engagement and at program end date. Survey results shall be reported on a rolling quarterly basis concurrent with required quarterly reporting due dates, based on the State fiscal year (October 15, January 15, April 15, July 15).

c. AGENCY shall:

- Employ a person-centered, recovery-oriented delivery of services.
- Incorporate strength-based individualized planning and use of data to determine effectiveness of services and participant perception of services.
- Ensure individualized services are based on Participant's needs and expressed priorities and goals.
- Ensure Participant voice and choice are considered and that services are provided in partnership with participants.
- Incorporate a holistic approach, inclusive of assessments of individualized needs.
- Ensure services are provided in a trauma-informed manner and that Participants are provided a "no wrong-door" approach and appropriate warm hand-offs.
- Ensure consistent implementation and integration into care planning and services utilizing the RCI for young adults and adults with substance use disorder and/or co- occurring disorders.
- Employ flexibility and data if services are not producing expected outcomes.

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- Use evidence-based, evidence informed and/or promising practices when delivering services.
- Utilize data to ensure decisions are data-driven and that data are shared across common providers for Participants with appropriate consents and inter-agency data agreements.
- Ensure "warm hand-offs" are made to transition each individual from a provider or through a referral to an organization that will continue care or facilitate ongoing care.

22. Disclosure of Incidents:

AGENCY shall inform COUNTY, by telephone and email to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee, of all unusual incidents that involve any Participants within four to eight (4 - 8) hours of the occurrence of the incidents, and follow up with **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM** within twenty-four (24) hours of the occurrence of said incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of any participant served through the program funded in whole or part through County funds, including OSF funds. All of the incidents require that immediate action is taken to protect Participants from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

23. AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check prior to employment or volunteering and a rescreen every five (5) years for all volunteers and employees to maintain Level 2 standards. Contact with children, the elderly and other vulnerable adult populations, or confidential records is not permitted until screening is complete and the individual is deemed "Eligible"

24. AGENCY shall have an approved Succession Plan indicating how the AGENCY will communicate to the DEPARTMENT if Key Personnel, staff who are directly linked to the funded program, or Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement to the COUNTY to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee for approval annually.

25. AGENCY shall notify COUNTY Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee through the DEPARTMENT'S Incident Notification Process and follow up with **EXHIBIT E** within five (5) business days of the following:

a. Resignation/Termination of CEO, President and/or CFO.

b. Resignation/Termination of Key OSF funded staff.

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c. OSF Funded Staff vacancy position for 90 days or more.

d. Resignation/Termination of Key program staff, OSF Funded or not, who are providing services directly or indirectly.

e. Loss of funding from another Funder that could impact service delivery.

f. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).

g. Inability to have three (3) month's cash flow on hand.

h. Temporary interruption of the delivery of services due to closure, emergency, natural or unnatural disaster.

i. Other incidents that may occur unexpectedly and are not covered above.

26. AGENCY may provide Key Personnel appropriate training according to their staff qualifications and role, including but not limited to:
    a. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs) and Motivational Interviewing (MI) training;
    b. AGENCY shall ensure staff and Key Leadership Members participate in and understand the reasoning behind incorporating the Resiliency/Recovery Capital Index into the program and that AGENCY engages in training for administering and interpreting data in collaboration with COUNTY's designated vendor.

    AGENCY can obtain a list of training resources on the FAA webpage.

27. AGENCY shall provide its By-Laws, as well as a roster of Board of Directors with titles, addresses, and phone numbers, inclusive of non-conflict signed statements.

28. AGENCY shall provide its revised budget, as applicable, if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT, Program and Fiscal Staff.

29. AGENCY shall submit information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc. Updated information shall be provided at least annually to 211 Palm Beach/Treasure Coast, Inc.

30. AGENCY Engagement

    The DEPARTMENT and COUNTY rely on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Contract, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they - the taxpayers - are funding.

    The names and logos of the AGENCY or program funded under this Contract and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) approved

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logos are below:





Specific Activities - Mandatory:

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

Specific Activities - Recommended:

- When AGENCY describes the DEPARTMENT in written material (including news releases), use the language provided below and available on the DEPARTMENT'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.
- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Contract or the program funded under this Contract sufficiently in advance (e.g., a minimum of two (2) weeks prior) so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on the AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

31. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, **if disclosure is necessary** for the receiving entity to perform its

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duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

32. AGENCY shall be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training must be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:
    - A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    - A tracking component so that AGENCY or the County can verify employee compliance. AGENCY shall furnish an Attestation Statement, within ninety (90) days of execution of this Contract, verifying that a cyber security training is in place for all employees that serve Palm Beach County.

33. AGENCY serving eligible participants/households must:
    - Check Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for individuals/households;
    - Enroll participant(s)/household(s) into the DEPARTMENT-designated data system, and document all service(s) provided;
    - Utilize the Resource and Referral Portal (RRP) in OSCARSS to provide referrals to community-based services such as self-sufficiency services/employment services, etc. as appropriate;
    - Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    - Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes.

34. STATE AND COUNTY OSF REPORTING REQUIREMENTS

    - State and local governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations/requirements from the Opioid Abatement Taskforce or Council.

    - State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

        - Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds.
        - Any provider shall retain and maintain all participant/client records, financial records, supporting documents, statistical records, and any other document (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after it ceases to receive Opioid Funds or longer when required by law. In the event an audit is required by the State or Local Government, records shall be retained for a minimum period of six (6) years after the audit

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report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

- At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
- A financial and compliance audit shall be performed annually and provided to the State.
- All providers shall comply and cooperate immediately with any inspection reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.
- No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

35. ADDITIONAL OPIOID SETTLEMENT-SPECIFIC REPORTING AND ACCOUNTABILITY. Agency shall request access from the Florida Department of Children and Families (DCF) to the Opioid Data Management System: DCF-SAMH Office of Opioid Recovery User Access Request Form [app.smartsheet.com]. DCF-SAMH Office of Opioid Recovery User Access Request Form [app.smartsheet.com]

Each Agency staff person needing access should complete the Smartsheet form.

An AGENCY receiving Opioid Settlement funds is required to submit data to the Opioid Data Management System web portal no later than 18th day of each month following service delivery.

This reporting will include the following information:

- Data on demographics
- Number of individuals served
- Services provided
- Diagnoses
- The cost associated with services.

AGENCY shall upload 837 forms into the Opioid Data Management System for client-specific services paid for with Opioid Settlement funds. This form is an electronic file with client specific data used for healthcare claims. AGENCYs who have an electronic health (or medical) record (EHR) system can produce these files and will be able to complete the required fields. AGENCYs without access to 837 file formats will use the CSV file format provided by the Department.

- Report expenditures for the previous fiscal year to the Department of Children and Families (DCF) by no later than August 31st.

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- Report to DCF is due by July 1st of each year on how Opioid Funds will be expended in the upcoming fiscal year.

- The State Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate effectiveness of expenditures on Approved Purposes.

- DCF has established a statewide Opioid Implementation and Financial Reporting System ("Florida Opioid Implementation and Financial Reporting System" (FOIFRS) to which providers may request access for the purpose of submitting implementation plans and financial reports.

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NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), *Fla. Stat.*)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Palm Beach County Substance Abuse Coalition (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Ryan Wertepny, Executive Director
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 2nd day of July 2025, by Ryan Wertepny

Personally known ☐ OR produced identification ☑.

Type of identification produced Florida Driver License

NOTARY PUBLIC
My Commission Expires: Aug 3rd 2026
State of Florida at large

(Notary Seal)

ALYSA GUTIERREZ
Notary Public - State of Florida
Commission # HH 296754
My Comm. Expires Aug 3, 2026

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FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

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A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

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10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

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17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

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4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

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(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

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(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

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8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

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h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

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(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

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City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

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amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

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14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

John Guard 11/15/2021

By: John Guard DATED

Its: Chief Deputy Attorney General

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EXHIBIT A

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Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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EXHIBIT B

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Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services

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for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co- occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co- occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

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6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid- related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

   a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

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b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or

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strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

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1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence- informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

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6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to addressmental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence- based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and

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provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes

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of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

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5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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EXHIBIT C

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County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

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	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

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	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

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	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

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	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

Docusign Envelope ID: B2E9F9C8-220F-4633-9379-58856F1D9E77

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

Docusign Envelope ID: B2E9F9C8-220F-4633-9379-58856F1D9E77

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

Docusign Envelope ID: B2E9F9C8-220F-4633-9379-58856F1D9E77

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

Docusign Envelope ID: B2E9F9C8-220F-4633-9379-58856F1D9E77

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

Docusign Envelope ID: B2E9F9C8-220F-4633-9379-58856F1D9E77

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

Docusign Envelope ID: B2E9F9C8-220F-4633-9379-58856F1D9E77

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

Docusign Envelope ID: B2E9F9C8-220F-4633-9379-58856F1D9E77

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

Docusign Envelope ID: B2E9F9C8-220F-4633-9379-58856F1D9E77

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

Docusign Envelope ID: B2E9F9C8-220F-4633-9379-58856F1D9E77

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

Docusign Envelope ID: B2E9F9C8-220F-4633-9379-58856F1D9E77

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

Docusign Envelope ID: B2E9F9C8-220F-4633-9379-58856F1D9E77

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

Detail by Entity Name

Florida Not For Profit Corporation
PALM BEACH COUNTY SUBSTANCE ABUSE COALITION, INC.

Filing Information

Document Number	N10000001097
FEI/EIN Number	80-0501520
Date Filed	02/03/2010
Effective Date	02/01/2010
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	02/22/2010
Event Effective Date	NONE

Principal Address

2300 HIGH RIDGE RD
SUITE 365
BOYNTON BEACH, FL 33426

Changed: 10/02/2011

Mailing Address

2300 HIGH RIDGE RD
SUITE 365
BOYNTON BEACH, FL 33426

Changed: 10/02/2011

Registered Agent Name & Address

Fiddis, Carol
2300 High Ridge Road
#365
Boynton Beach, FL 33426

Name Changed: 06/06/2022

Address Changed: 02/09/2022

Officer/Director Detail

Name & Address

Changed: 10/02/2011

Registered Agent Name & Address

Fiddis, Carol
2300 High Ridge Road
#365
Boynton Beach, FL 33426

Name Changed: 06/06/2022

Address Changed: 02/09/2022

Officer/Director Detail

Name & Address

Title Chairperson

Fiddis, Carol
2300 High Ridge Road
#365
Boynton Beach, FL 33426

Title Treasurer

Cairnes, Jan
2300 HIGH RIDGE RD
SUITE 365
BOYNTON BEACH, FL 33426

Title Secretary

Brown-Faust, Monique
2300 HIGH RIDGE RD
SUITE 365
[redacted]

Title Executive Director

WERTEPNY, Ryan
2300 High Ridge Road
#365
Boynton Beach, FL 33426

[redacted]

Hamilton, Anthony
2300 High Ridge Rd
[redacted]

Client#: 153966 PALMBEA7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Select Business Unit	
CBIZ Insurance Services 44 Baltimore St Cumberland, MD 21502 301 777-1500	PHONE (A/C, No, Ext): 888-408-7500	FAX (A/C, No):
	E-MAIL ADDRESS: cbizselect@cbiz.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : LLoyds of London	
INSURED Palm Beach County Substance Abuse Coalition, Inc. 2300 High Ridge Road #365 Boynton Beach, FL 33426	INSURER B : Atlantic Specialty Insurance Company	27154
	INSURER C : Mount Vernon Fire Insurance Company	26522
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			W261FD250701	02/13/2025	02/13/2026	EACH OCCURRENCE	$1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	D&O/EPLI			MML0029080225	02/13/2025	02/13/2026	Limit/Ded: $1M/$10K	
C	Inland Marine			CI2554739F	04/18/2025	04/18/2026	Limit/Ded: $15,000/$1K	
A	Professional Liab			W261FD250701	02/13/2025	02/13/2026	See Description	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Continuation: DBA Palm Beach County Behavioral Health Coalition, Palm Beach County HUB.

Insurer: A; Professional Liability - Each Claim: $1,000,000; Aggregate: $3,000,000; Deductible: $1,000.

Additional Insured in favor of Palm Beach County Board of County Commissioners, a Political Subdivision of (See Attached Descriptions)

CERTIFICATE HOLDER

Palm Beach County Board of Commissioners c/o Community Service Department,
810 Datura Street
West Palm Beach, FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CBIZ Insurance Services, Inc.

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DESCRIPTIONS (Continued from Page 1)

the State of Florida, its officers, employees, and agents with respect to General Liability when required by written contract subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 76250872 1 ADP BLVD M/S 625 ROSELAND NJ 07068	**CONTACT NAME:**	
	PHONE (A/C, No, Ext): (800) 524-7024	**FAX** (A/C, No): (800) 524-4013
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	**NAIC#**
	INSURER A : Hartford Fire and Its P&C Affiliates	00914
INSURED PALM BEACH COUNTY SUBSTANCE ABUSE COALITION INC 2300 HIGH RIDGE RD BOYNTON BEACH FL 33426-8747	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG AD9M50	09/09/2024	09/09/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE -EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Palm Beach County Board of Commissioner
c/o Community Services Department
810 DATURA ST
WEST PALM BEACH FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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SUBRECIPIENT AGREEMENT

This Agreement is made as of the _____day of _____, 20_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **NAMI Palm Beach County, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-2301320**.

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement between the State of Florida Department of Legal Affairs, Office of the Attorney General and certain local governments in the State of Florida, including Palm Beach County, (**EXHIBIT J**), and is the designated recipient of the Opioid Settlement Funds in Palm Beach County; and

WHEREAS, the AGENCY has proposed providing certain services funded by Opioid Settlement Funds; and

WHEREAS, the Board of County Commissioners (BCC) unanimously approved the Behavioral Health and Substance Use Disorder Plan 2024 (2024 Plan) and an opioid settlement fund expense plan on October 22, 2024; and as approved, the 2024 Plan includes: Opioid Settlement Funds be allocated with ninety (90) percent of funds going towards Social Determinants of Health and ten (10) percent towards Deep End Treatment; the COUNTY'S collective and collaborative efforts have been directed at planning, developing and executing a comprehensive person-centered, recovery-oriented ecosystem of care; the County measures its initiatives primarily through a resilience and recovery capital framework because of its ability to capture resilience, health, well-being, social determinants of health and risk factors; and

WHEREAS, the COUNTY is committed to a syndemic approach to address the needs of communities overburdened by concurrent or sequential epidemics of HIV, Behavioral Health, Substance Use Disorders, and/or Housing Instability; and

WHEREAS, the ecosystem, at the Macro level, is concerned with interaction and interdependence of individuals with their surrounding physical, social, and cultural systems to holistically assess how individuals affect and are affected by such systems; and makes accessible a network of services and supports that is person-centered and builds on the strengths and resilience of individuals, families, and communities to achieve improved health, wellness, and quality of life; and

WHEREAS, the Micro level aims to increase an individual's resilience and recovery capital through a network of "Recovery Hubs" and other support services providing non-clinical resources, including peer support, employment and job training linkages, and social and recreational activities intended for people in or seeking recovery; and

WHEREAS, the federal Substance Abuse and Mental Health Services Administration (SAMHSA) indicates resilience is a key component to a system of care and that an extensive literature review found that resilience is unanimously negatively associated with depression, anxiety and trauma symptoms in youth, and is therefore, meaningful for screening purposes in at-risk

populations/situations and further offers better mental health and health outcomes not only in adolescents and children's populations, but in the adult population as well; and

WHEREAS, the COUNTY has utilized Recovery Capital Indexing (RCI) to measure and assess resilience and recovery capital since 2019 and is key to measuring the system of care's success , providing a comprehensive picture of a person's well-being that allows for a personalized approach to recovery and wellness; and

WHEREAS, critical to the BCC's goals of establishing a person-centered, recovery-oriented ecosystem is the emphasis placed on social determinants of health, setting a clear system of care path that is focused on improved long-term recovery outcomes and increased resiliency; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 OPIOID SETTLEMENT FUND FUNDED SERVICES

The AGENCY agrees to provide NAMI Family Program services to residents with substance use disorders of the COUNTY as set forth in **EXHIBIT A - SCOPE OF WORK**, **EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITION**, and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS,** and shall comply with the terms and reporting requirements in **EXHIBIT J - FLORIDA ALLOCATION AND STATEWIDE RESPONSE AGREEMENT BETWEEN STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL AND CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA**. No changes in the scope of work or services are to be conducted without the written approval of Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.)

applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A, EXHIBIT B,** and **EXHIBIT H;** and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on August 1, 2025 and complete services on June 30, 2026. The Agreement will automatically renew for two (2) additional one (1) year term(s) (renewal terms), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.

The parties shall amend this Agreement if there is a change to the Scope of Work/Implementation Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT H,** and **EXHIBIT J.**

ARTICLE 5 PAYMENTS TO THE OPIOID SETTLEMENT FUNDS FUNDED AGENCY

The COUNTY shall pay to the AGENCY for services rendered under this Agreement not to exceed a total amount of **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($300,000.00) OVER A THREE-YEAR PERIOD, OF WHICH ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00) IS BUDGETED IN FISCAL YEAR 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement year are set forth in **EXHIBIT B**. In accordance with **EXHIBIT J**, where itemized reimbursement for authorized travel expenses is permitted in this Agreement, AGENCY shall submit bills for any travel expenses in accordance with section 112.061 F.S. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted by the AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities

Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

Should this Agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) business days of receipt of payment from the County.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the BCC, and received from the State of Florida pursuant to **EXHIBIT J**.

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY

determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 AMENDMENTS TO OPIOID SETTLEMENT FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of

additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 9 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition

not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

and may be addressed:

Palm Beach County Board of County Commissioners
c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the State of Florida based on the AGENCY'S provision of services, or failure to provide services, pursuant to this Agreement. The AGENCY also agrees that funds made available pursuant to this Agreement shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 11 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors,

administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with a policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover which could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to perform such services.

Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 16 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 17 HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the Agreement must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 18 OPIOID SETTLEMENT FUNDS FUNDED AGENCY'S PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 19 ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Agreement, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents at the AGENCY's place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

The AGENCY will provide a final close-out report and Financial Reconciliation Statement as set forth in **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

The AGENCY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Agreement.

a. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts and grant revenue by sponsoring agency and contract/grant number if required by the Single Audit Act.

c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst at teaton@pbcgov.org.

The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

d. The audit is due within nine (9) months after the end of the AGENCY'S fiscal year.

e. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.

f. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY have appropriate internal controls verifying the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 20 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request

an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 21 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 22 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 23 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All

persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this Agreement.

ARTICLE 24 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by sections 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Agreement that have been created as a part of the AGENCY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of Agreement with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' written notice to the AGENCY. Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of the terminated

work.

- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

In the event the COUNTY does not receive Opioid Settlement Funding from the State of Florida pursuant to **EXHIBIT J**, this Agreement shall be immediately terminated effective on the date COUNTY is notified that such funding will not continue.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to the Agreement and the AGENCY shall not commence work on any such change until such written Amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail - return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director, Behavioral Health / Substance Abuse Disorder
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:

Katherine Murphy, CEO
NAMI Palm Beach County, Inc.
5205 Greenwood Ave 110
West Palm Beach, Florida 33407

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 2 C.F.R. 200.317-327 - Procurement Standards.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective AGENCY official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and subagency that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to sections 215.4725, Florida Statutes. Pursuant to sections 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subagencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572,and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJI Facilities pursuant to the Ordinance and above-mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and

audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 38 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 39 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the Discriminatory Vendor List may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, subcontractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 40 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Agreement.

ARTICLE 41 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road
Jupiter, FL 33450

1440 Martin Luther King Boulevard

Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 42 FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (SAM) found at www.sam.gov, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 43 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to 42 U.S.C. § 7401 et seq. - Clean Air Act, as amended, and 33 U.S.C. § 1251 et seq. - Federal Water Pollution Control Act, as amended.

The AGENCY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation, as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The AGENCY agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance money.

ARTICLE 44 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401 - Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

ARTICLE 45 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

AGENCY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the 42 U.S.C. 6201 - Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 46 PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (EPA), at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above $10,000 or where the value of the goods procured during the preceding fiscal year exceeded $10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and vehicular products.

ARTICLE 47 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

AGENCY acknowledges that 31 U.S.C. Chapter 38 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

ARTICLE 48 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with 31 U.S.C. § 3729 - The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subcontractor under the Agreement.

ARTICLE 49 REGULATIONS

The AGENCY shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 50 E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its Agreement with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 51 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 52 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 53 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 54 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those

stated herein.

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Michael A. Caruso
Clerk of the Circuit Court & Comptroller
Palm Beach County

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
NAMI Palm Beach County, Inc.

DocuSigned by:
BY: Katherine Murphy
938985AA3B124BF...
Authorized Signature

Katherine Murphy
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial
JBR
BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

DocuSigned by:
BY: Tanuna Malhotra
1459E4101F1049C...
Department Director

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FY 2026 – 2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
SCOPE OF WORK AND SERVICES

Agency Name: NAMI Palm Beach County, Inc.
Program Name: NAMI Family Program
Location: Palm Beach County
Service Category: Community Education and Engagement/Family Supports

Scope of Work

A. Program Description

NAMI Family Programs provide essential community-based support to families dealing with a loved one's substance use, co-occurring disorders, or serious mental illness, particularly focusing on parents and grandparents. NAMI Palm Beach County offers a variety of services tailored to meet the unique needs of family caregivers. Emphasizing a recovery-oriented approach that prioritizes participant voice and choice, NAMI presents a comprehensive menu of services, including:

- NAMI Family-to-Family Course
- Integrative Resilience Training (IRT)
- Psychosis REACH (Recovery by Enabling Adult Carers at Home)
- Listen Empathize Agree Partner (LEAP) method

B. Priority Population

i. **Participant Definition:** Participants are defined as adult caregivers, family members, and loved ones of individuals living with opioid use, substance use and/or co-occurring disorders. Participants must be residents of Palm Beach County.

Marginalized communities will receive priority consideration within the following areas: Tri-city Glades, Riviera Beach, West Palm Beach, Lake Worth Beach, and Delray Beach. Substance use and behavioral health disorders are significant public health issues that impact people across all demographics. Marginalized groups including racial and ethnic communities, LGBTQIA+ individuals, those living in poverty, and people with disabilities, face disproportionately high rates of substance use and behavioral health disorders. Additionally, marginalized communities have disproportionally lower rates of access to treatment or healthcare services, higher rates of incarceration and recidivism, as well as facing unique cultural barriers and stigma.

ii. **Documentation of Eligibility:** All Participants will be screened for eligibility. Supporting documentation of eligibility will be retained in each Participant's file.

C. Participants Served: A minimum of 31 unduplicated Participants.

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D. Service Delivery

i. NAMI Palm Beach County, Inc., (AGENCY) shall provide community-based support, in-person and/or virtually, to families with a loved one with opioid use, substance use and/or co-occurring disorders, with a specific focus on parents and grandparents who are fulfilling caregiver roles.

ii. AGENCY shall administer the Resiliency Capital Index (RCI) survey to all participants to obtain a baseline RCI score and set up recurring survey administration every 30 days, regardless of whether Participants remain engaged with AGENCY.

iii. AGENCY shall offer a menu of opportunities, including without limitation, the following:

a. Family to Family Course for individuals whose family member or loved one are using opioids or other substances.

b. Integrative Resilience Training (IRT) is an eight (8) session training that teaches participants to protect their bodies from stress, develop mindfulness, compassion, and purpose, enhance effectiveness with others, and build resilience during difficult times.

c. Psychosis Recovery by Enabling Adult Carers at Home (REACH) is a family intervention for psychosis that provides psychoeducation and Cognitive Behavioral Therapy for psychosis (CBTp)-informed skills to family caregivers. This program is particularly important given the increasing number of individuals being diagnosed with cannabis induced psychosis. This program adapts proven psychotherapy methods to meet the needs of caregivers.

d. Listen Empathize Agree Partner® (LEAP) method is an evidence-based communication program that helps create relationships leading to treatment, even when the person does not believe they are ill. LEAP turns adversaries into partners.

iv. AGENCY shall provide services within a person-centered, recovery-oriented ecosystem of care that includes: collaborative approaches to assist individuals in planning personalized services and supports based on participant defined goals.

v. AGENCY shall utilize shared decision making as a strategy for the goal-setting process to ensure that program options align with each participant's preferences.

vi. AGENCY should develop individualized support plans based on RCI results with caregivers, as appropriate.

vii. AGENCY shall utilize a Resilience and Strengths-Based Approach, which focuses on building resilience and leveraging strengths to improve well-being and recovery outcomes. NAMI's Integrative Resilience Training program is a valuable tool that was developed to help families build resilience.

viii. AGENCY shall provide family peer support through peer networks and family involvement to enhance social support and reduce isolation.

ix. AGENCY may provide referrals with a warm-hand-off to family members interested in connecting to a Recovery Community Center.

x. AGENCY shall ensure documentation of services is maintained in Participants' files in COUNTY approved data system.

xi. AGENCY agrees to comply with all Programmatic Requirements (Exhibit G).

E. Outcomes

Outcome	Increase the resilience of Families.
Indicator (Year 1)	60% of participants will improve resilience as evidenced by a 1 (one) point increase on the RCI from baseline to last recorded RCI within the fiscal year.
(Year 2 & 3)	70% of participants will improve resilience as evidenced by a 1 (one) point increase on the RCI from baseline to last recorded RCI within the fiscal year.

Outcome	Participants will remain engaged in services.
Indicator (Year 1)	60% of Participants will remain engaged in services for program duration.
(Year 2 & 3)	70% of Participants will remain engaged in services for program duration.

Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

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The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis.

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of its CQM project after the required training.

AGENCY will implement its CQM project by the end of the second quarter.

AGENCY will report on the progress of its CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
UNITS OF SERVICE RATE AND DEFINITION

Agency Name: NAMI Palm Beach County, Inc.
Program Name: NAMI Family Program
Service Category: Community Education and Engagement/Family Supports

Description	Units Costs*	Total FY 2026	Total FY 2027	Total FY 2028	Total Contract Amount
Service: Operating Costs Payment of program expenses directly with family support services (as described in **Exhibit A**, Scope of Work).	Actual	$95,238	$95,238	$95,238	$285,714
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual	$4,762	$4,762	$4,762	$14,286
Total Contract		**$100,000**	**$100,000**	**$100,000**	**$300,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses. To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract Award.*

All expenditures shall be in accordance with all Federal, State, and local laws and the State of Florida Opioid Settlement Agreement.

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered.

The backup documentation must be submitted along with the invoice and signed cover letter that includes but is not limited to the following, –copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as part of the invoice submission, and via desk and/or on-site monitoring on a periodic basis.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed five percent (5%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*
- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*
- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*
- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

W ill there be an investigation?
- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____
Individual Completing Report: Print Name **Position / Title**

_____ _____
Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract/Agreement and this exhibit without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.

3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Contract/Agreement and for purposes of inspection of the Premises generally.

6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/Agreement and this exhibit amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Contract/Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in section 768.28, Florida Statutes.

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COMMUNITY SERVICES DEPARTMENT
FY 2026 Opioid Settlement Funds (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	NAMI Palm Beach County		Program Name	Family Programs			
Name of person completing this logic model:	Katherine Murphy		Email of person completing this logic model:	katherinemurphy@namipbc.org		Phone # of person completing this logic model:	561-323-2769
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome** ***Family members of individuals with SUD/SMI will demonstrate increased resiliency and access to relevant resources.***	**Projected Indicator** ***# to achieve/# to be served; %; time frame***	**Actual Indicator** ***# achieved/# served; %; time frame***	**Measurement Tool**	**Data Procedures**	**Frequency** ***Data Collection and Reporting***
Families need support to navigate the behavioral health concerns of their loved ones.	• NAMI Family-to-Family educational course • Integrative Resilience Training (IRT) • Psychosis REACH (Recovery by Enabling Adult Careers at Home) • Listen, Empathize, Agree, Partner (LEAP) method	1. Increase the resilience of Families. 2. Participants will remain engaged in services.	1. Participants will improve resilience as evidenced by a 1 (one) point increase on the RCI from baseline to last recorded RCI within the fiscal year. a. (19 of 31) or 60% (year 1) b. (22 of 31) or 70% (Year 2 & 3) 2. Participants will remain engaged in services for the program duration. a. (19 of 31) or 60% (year 1) b. (22 of 31) or 70% (Year 2 & 3)		**Output Tool:** **1.** Attendance records, program logs, referrals, goal completion	**Who does it?:** NAMI PBC Program Coordinator	**Data Collection:** **1.** RCI is collected at intake (week 1) and every 30 days thereafter. The program will record the baseline RCI and the last RCI score during participant enrollment in the program. 2. Attendance will be taken during every program session. Program Coordinator will administer Satisfaction Surveys during program engagement and at program completion/discharge.
					Outcome Tool: 1. Resiliency Capital Index (RCI). 2. Documentation of engagement for families completing 80% of sessions.	**What is the process?:** **1.** The Program Coordinator will administer RCI at intake and at 30 day intervals thereafter. 2. Attendance will be taken during each program session and inputted in tracking log. Program Coordinator will administer Satisfaction Surveys during program engagement and at program completion/discharge.	
						Where is the data stored?: In the NAMI PBC shared drive. Agency will use County Approve data sheet.	**Data Reporting:** Survey results shall be reported on a rolling quarterly basis concurrent with required quarterly reporting due dates of January 15, April 15, July 15, October 15.

Mission Statement: NAMI Palm Beach County provides advocacy, education, support, and public awareness so that all individuals and families affected by mental illness can build better lives.

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AGENCY'S PROGRAMMATIC REQUIREMENTS

OPIOID SETTLEMENT FUND (OSF)

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Contract and may result in termination of this Contract.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Opioid Settlement Fund (OSF) Contracts and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administrative and program costs. OSF's cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as part of desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed five percent (5%) of Opioid Settlement Contract funds and shall be included in the overall budget presented for approval. All administrative costs shall be maintained within individual service categories and shall be accounted for in the detailed general ledger. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered.

2. AGENCY will ensure that all expenditures shall be in accordance with all Federal, State, and local laws and **EXHIBIT L** (State of Florida Opioid Settlement Agreement).

3. The AGENCY shall submit quarterly **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT**, along with the following financial statements:

    a. Statement of Cash Flows

    b. Statement of Activities

    c. Statement of Financial Position

4. AGENCY shall be registered and have an Active Status with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year, and have provided services for at least six months. If approved for funding, a formal contract shall be executed, and payment will be made by reimbursement of documented expenses and/or pursuant to **EXHIBIT B** or any amendments thereto.

5. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

6. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

7. AGENCY shall promptly provide data for state and COUNTY mandatory OSF

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funding reporting requirements.

8. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Contract period or thereafter shall be disseminated, except as authorized by statute.

9. AGENY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal, programmatic, and conduct, as outlined in **EXHIBIT A**, **EXHIBIT B**, and in this Article are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly or more as warranted. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative, operational and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

10. AGENCY shall be monitored by the information within the Contract, **EXHIBIT A**, **EXHIBIT B**, and current monitoring tool.

11. AGENCIES with findings during the monitoring phase shall complete a Partnership Agreement within 30 days outlining who is responsible for ensuring that a finding will be corrected, as well as how and when findings will be resolved.

12. Data Entry:

    AGENCY shall provide the DEPARTMENT with participant-level data as requested. AGENCY shall attend data collection and reporting trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or, if approved by COUNTY, a spreadsheet that shall be provided monthly to demonstrate that participants are served. Data submitted shall clearly document all participant admissions and discharges under this Contract, as well as all programs, program participants, services, and strategies employed under this Contract, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Contract and a basis for termination of this Contract. AGENCY shall enter participant data into the designated data reporting system or spreadsheet within one (1) business day of a participant's activity in the program. Required data for collection shall include gender, veteran status, race-census categories, ethnicity- census categories, date of birth and age, and living arrangement at program entry and exit.
    Final participant data entry shall be completed by October 15th of each year to ensure compliance with this Contract, as well as to determine AGENCY'S progress in attaining its outcomes as outlined in **EXHIBIT A**.

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13. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Contract or as required by law.

14. AGENCY must enter all programmatic data into the DEPARTMENT designated data entry system.

15. Required Data Systems for AGENCIES receiving COUNTY funds in the Behavioral Health Substance Use Disorder Category:

    AGENCY agrees to partner in the DEPARTMENT's designated data entry system, to execute the necessary Partner and User Contracts, and to fully comply with the terms and conditions as set forth in the Partner and User Contracts, unless otherwise directed by the DEPARTMENT.

    AGENCY shall complete required system training prior to entering data in the identified DEPARTMENT- designated data entry system.

    The DEPARTMENT's - designated data entry system and any other data reporting system(s) designated by the COUNTY shall be the source for data collection and for all data used to determine compliance with programmatic contractual requirements. AGENCY shall submit quarterly programmatic outcomes and fiscal utilization reports using the templates provided by the DEPARTMENT. The templates for these reports can be found on the FAA website, located at Community Services - Financially Assisted Agencies FAA Agreement Resources. Quarterly programmatic outcome and utilization reports shall be submitted to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff directly by no later than 15 days following the end of each quarter (October 15, January 15, April 15, July 15).

16. If AGENCY provides care coordination services, AGENCY shall provide documentation of executed Memorandum of Understanding (MOU) with other behavioral health providers that are required to meet the needs of families within multiple regions across the COUNTY.

17. AGENCY shall comply with applicable county, state and federal certification and/or licensure requirements relevant to services delivered within the service categories.

    AGENCY shall adhere to behavioral health and substance use disorders provider service requirements, and maintain good standing with the State of Florida, Department of Children and Families (DCF) licensing requirements for the appropriate level of substance use treatment services, as applicable, for services AGENCY is providing under this Contract.

18. AGENCY shall ensure that subrecipients, if any, adhere to the same licensure standards as if they were a recipient of funding directly.

19. OSF Service Category Requirements for AGENCIES receiving COUNTY-approved opioid settlement funds include but are not limited to:

20. AGENCY shall have clearly written eligibility criteria and processes that include

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the following:

a. Participants must be a resident of Palm Beach County.

b. Specific programmatic eligibility requirements as stated in **EXHIBIT A.**

c. AGENCY'S applicable policies and procedures and shall be in alignment with Participant eligibility as described in **EXHIBIT A.**

d. AGENCY shall access federal, state and entitlement funding when available to ensure the most efficient use of COUNTY funds.

e. Services shall take place in Palm Beach County.

21. AGENCY shall adhere to the following guiding principles for all substance use and/or co-occurring disorder services:

a. AGENCY utilize the designated Resiliency/Recovery Capital Indexing tool (RCI), which shall be administered to young adult and adult populations experiencing substance use and/or co-occurring disorders. In addition, the RCI shall be used once a Participant is stable enough to obtain a valid and reliable baseline score and re-administered every thirty (30) days thereafter.

b. AGENCY is required to administer Satisfaction Surveys during program engagement and at program end date. Survey results shall be reported on a rolling quarterly basis concurrent with required quarterly reporting due dates, based on the State fiscal year (October 15, January 15, April 15, July 15).

c. AGENCY shall:

- Employ a person-centered, recovery-oriented delivery of services.
- Incorporate strength-based individualized planning and use of data to determine effectiveness of services and participant perception of services.
- Ensure individualized services are based on Participant's needs and expressed priorities and goals.
- Ensure Participant voice and choice are considered and that services are provided in partnership with participants.
- Incorporate a holistic approach, inclusive of assessments of individualized needs.
- Ensure services are provided in a trauma-informed manner and that Participants are provided a "no wrong-door" approach and appropriate warm hand-offs.
- Ensure consistent implementation and integration into care planning and services utilizing the RCI for young adults and adults with substance use disorder and/or co- occurring disorders.
- Employ flexibility and data if services are not producing expected outcomes.

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- Use evidence-based, evidence informed and/or promising practices when delivering services.
- Utilize data to ensure decisions are data-driven and that data are shared across common providers for Participants with appropriate consents and inter-agency data agreements.
- Ensure "warm hand-offs" are made to transition each individual from a provider or through a referral to an organization that will continue care or facilitate ongoing care.

22. Disclosure of Incidents:

AGENCY shall inform COUNTY, by telephone and email to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee, of all unusual incidents that involve any Participants within four to eight (4 - 8) hours of the occurrence of the incidents, and follow up with **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM** within twenty-four (24) hours of the occurrence of said incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of any participant served through the program funded in whole or part through County funds, including OSF funds. All of the incidents require that immediate action is taken to protect Participants from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

23. AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check prior to employment or volunteering and a rescreen every five (5) years for all volunteers and employees to maintain Level 2 standards. Contact with children, the elderly and other vulnerable adult populations, or confidential records is not permitted until screening is complete and the individual is deemed "Eligible"

24. AGENCY shall have an approved Succession Plan indicating how the AGENCY will communicate to the DEPARTMENT if Key Personnel, staff who are directly linked to the funded program, or Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement to the COUNTY to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee for approval annually.

25. AGENCY shall notify COUNTY Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee through the DEPARTMENT'S Incident Notification Process and follow up with **EXHIBIT E** within five (5) business days of the following:

a. Resignation/Termination of CEO, President and/or CFO.

b. Resignation/Termination of Key OSF funded staff.

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c. OSF Funded Staff vacancy position for 90 days or more.

d. Resignation/Termination of Key program staff, OSF Funded or not, who are providing services directly or indirectly.

e. Loss of funding from another Funder that could impact service delivery.

f. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).

g. Inability to have three (3) month's cash flow on hand.

h. Temporary interruption of the delivery of services due to closure, emergency, natural or unnatural disaster.

i. Other incidents that may occur unexpectedly and are not covered above.

26. AGENCY may provide Key Personnel appropriate training according to their staff qualifications and role, including but not limited to:
    a. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs) and Motivational Interviewing (MI) training;
    b. AGENCY shall ensure staff and Key Leadership Members participate in and understand the reasoning behind incorporating the Resiliency/Recovery Capital Index into the program and that AGENCY engages in training for administering and interpreting data in collaboration with COUNTY's designated vendor.

    AGENCY can obtain a list of training resources on the FAA webpage.

27. AGENCY shall provide its By-Laws, as well as a roster of Board of Directors with titles, addresses, and phone numbers, inclusive of non-conflict signed statements.

28. AGENCY shall provide its revised budget, as applicable, if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT, Program and Fiscal Staff.

29. AGENCY shall submit information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc. Updated information shall be provided at least annually to 211 Palm Beach/Treasure Coast, Inc.

30. AGENCY Engagement

    The DEPARTMENT and COUNTY rely on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Contract, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they - the taxpayers - are funding.

    The names and logos of the AGENCY or program funded under this Contract and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) approved

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logos are below:

Specific Activities - Mandatory:

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

Specific Activities - Recommended:

- When AGENCY describes the DEPARTMENT in written material (including news releases), use the language provided below and available on the DEPARTMENT'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.
- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Contract or the program funded under this Contract sufficiently in advance (e.g., a minimum of two (2) weeks prior) so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on the AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

31. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, **if disclosure is necessary** for the receiving entity to perform its

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duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

32. AGENCY shall be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training must be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:
    - A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    - A tracking component so that AGENCY or the County can verify employee compliance. AGENCY shall furnish an Attestation Statement, within ninety (90) days of execution of this Contract, verifying that a cyber security training is in place for all employees that serve Palm Beach County.

33. AGENCY serving eligible participants/households must:
    - Check Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for individuals/households;
    - Enroll participant(s)/household(s) into the DEPARTMENT-designated data system, and document all service(s) provided;
    - Utilize the Resource and Referral Portal (RRP) in OSCARSS to provide referrals to community-based services such as self-sufficiency services/employment services, etc. as appropriate;
    - Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    - Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes.

34. STATE AND COUNTY OSF REPORTING REQUIREMENTS

    - State and local governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations/requirements from the Opioid Abatement Taskforce or Council.

    - State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

        - Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds.
        - Any provider shall retain and maintain all participant/client records, financial records, supporting documents, statistical records, and any other document (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after it ceases to receive Opioid Funds or longer when required by law. In the event an audit is required by the State or Local Government, records shall be retained for a minimum period of six (6) years after the audit

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report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

- At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
- A financial and compliance audit shall be performed annually and provided to the State.
- All providers shall comply and cooperate immediately with any inspection reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.
- No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

35. ADDITIONAL OPIOID SETTLEMENT-SPECIFIC REPORTING AND ACCOUNTABILITY. Agency shall request access from the Florida Department of Children and Families (DCF) to the Opioid Data Management System: **DCF-SAMH Office of Opioid Recovery User Access Request Form** [app.smartsheet.com]. **DCF-SAMH Office of Opioid Recovery User Access Request Form** [app.smartsheet.com]

Each Agency staff person needing access should complete the Smartsheet form.

An AGENCY receiving Opioid Settlement funds is required to submit data to the Opioid Data Management System web portal no later than 18th day of each month following service delivery.

This reporting will include the following information:

- Data on demographics
- Number of individuals served
- Services provided
- Diagnoses
- The cost associated with services.

AGENCY shall upload 837 forms into the Opioid Data Management System for client-specific services paid for with Opioid Settlement funds. This form is an electronic file with client specific data used for healthcare claims. AGENCYs who have an electronic health (or medical) record (EHR) system can produce these files and will be able to complete the required fields. AGENCYs without access to 837 file formats will use the CSV file format provided by the Department.

- Report expenditures for the previous fiscal year to the Department of Children and Families (DCF) by no later than August 31st.

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- Report to DCF is due by July 1st of each year on how Opioid Funds will be expended in the upcoming fiscal year.
- The State Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate effectiveness of expenditures on Approved Purposes.
- DCF has established a statewide Opioid Implementation and Financial Reporting System ("Florida Opioid Implementation and Financial Reporting System" (FOIFRS) to which providers may request access for the purpose of submitting implementation plans and financial reports.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of NAMI Palm Beach County (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(Signature of Officer or Representative)

Katherine Murphy
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 9th day of June, 2025 by Lauren Yezdimir Coda

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

Lauren Yezdimir Coda
NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

LAUREN YEZDIMIR-CODA
Notary Public - State of Florida
Commission # HH 273317
My Comm. Expires Jun 7, 2026
Bonded through National Notary Assn.

(Notary Seal)

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FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

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A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

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10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

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17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

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4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

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(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

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(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

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8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

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h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

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(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

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City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

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amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

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14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

By: John Guard 11/15/2021
DATED

Its: Chief Deputy Attorney General

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EXHIBIT A

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Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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EXHIBIT B

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Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services

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for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co- occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co- occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

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6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid- related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

   a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

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b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or

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strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

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1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence- informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

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6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to addressmental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence- based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and

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provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes

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of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

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5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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EXHIBIT C

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County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

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	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

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	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

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	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

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	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
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	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
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	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

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Highlands		0.357188510237%	
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	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
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	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
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	Bonifay		0.006898026863%
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	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

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	Monticello		0.003237478783%
Lafayette		0.031911772076%	
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	Mayo		0.000355886619%
Lake		1.139211224519%	
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	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

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	Tallahassee		0.425998098549%
Levy		0.251192401748%	
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	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

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	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

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	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

Docusign Envelope ID: 369CC306-BE56-448A-8A47-84039071 9C83

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

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	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

Docusign Envelope ID: 369CC306-BE56-448A-8A47-84039071 9C83

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

Docusign Envelope ID: 369CC306-BE56-448A-8A47-84039071 9C83

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

Docusign Envelope ID: 369CC306-BE56-448A-8A47-840390719C83

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

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	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

Detail by Entity Name

Florida Not For Profit Corporation
NAMI PALM BEACH COUNTY, INC.

Filing Information

Document Number	766478
FEI/EIN Number	59-2301320
Date Filed	01/10/1983
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	07/30/2018
Event Effective Date	NONE

Principal Address

5205 Greenwood Avenue
Suite 110
West Palm Beach, FL 33407

Changed: 01/04/2022

Mailing Address

5205 Greenwood Avenue
Suite 110
West Palm Beach, FL 33407

Changed: 01/04/2022

Registered Agent Name & Address

Murphy, Katherine M
5205 Greenwood Avenue
Suite 110
West Palm Beach, FL 33407

Name Changed: 07/15/2024

Address Changed: 01/15/2015

Officer/Director Detail

Name & Address

Title Director, President

Checkers, Cheryl
5205 Greenwood Ave
110
West Palm Beach, FL 33407

Title Director, VP

Lisa, Nicholson L
5205 Greenwood Ave
110
West Palm Beach, FL 33407

Title Director, Secretary

Engelhardt, Joel
5205 Greenwood Ave
110
West Palm Beach, FL 33407

Title Director

Baganz, Nicole, Phd
5205 Greenwood Ave
110
West Palm Beach, FL 33407

Title Director

Casale, Linda, RN, MSN, PMHN-BC
5205 Greenwood Ave
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West Palm Beach, FL 33407

Title Director

Harris, Donna, LCSW
5205 Greenwood Ave
110
West Palm Beach, FL 33407

Title Director

Earp Bowen, Atensia S, LCSW
5205 Greenwood Ave
110
West Palm Beach, FL 33407

Title Director, President elect

Flanagan, Rachael, Esq.
5205 Greenwood Avenue
Suite 110
West Palm Beach, FL 33407

Title Director

Timmer, Gary, RN, MSN, PMHNP
5205 Greenwood Ave
110
West Palm Beach, FL 33407

Title CEO

Murphy, Katherine
5205 Greenwood Ave
110
West Palm Beach, FL 33407

Title Director, Treasurer

Welch, Robyn, MSN, RN
5205 Greenwood Ave
110
West Palm Beach, FL 33407

Title Director

Brown Faust, Monique
5205 Greenwood Avenue
Suite 110
West Palm Beach, FL 33407

Title Director

Gioia, Mary Anne
5205 Greenwood Avenue
Suite 110
West Palm Beach, FL 33407

Title Director

Torres, Gabrielle
5205 Greenwood Avenue
Suite 110
West Palm Beach, FL 33407

Title Director

Liogier-Weyback, Katie
5205 Greenwood Avenue
Suite 110

West Palm Beach, FL 33407

Annual Reports

Report Year	Filed Date
2024	03/25/2024
2024	07/15/2024
2025	03/13/2025

Document Images

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05/14/2009 -- ANNUAL REPORT	View image in PDF format
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08/29/2002 -- ANNUAL REPORT	View image in PDF format
01/10/2001 -- ANNUAL REPORT	View image in PDF format

NAMIOFP-01 PWEBSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002 FAX (A/C, No): (352) 376-8393 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Southern-Owners Insurance Company — 10190
INSURED Nami of Palm Beach 5205 Greenwood Avenue Suite 110 West Palm Beach, FL 33407	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		78247101	3/27/2025	3/27/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: General Aggregate							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Crime			78247101	3/27/2025	3/27/2026		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are included as an Additional Insured for General Liability, when required in a written contract or agreement with the Insured, per the terms & conditions of the policies endorsements.

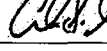
CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Dept. of Community Services
Attn: Contract Manager
810 Datura Street
West Palm Beach, FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
2850 Golf Road
Rolling Meadows NY 60008

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: select_certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Liability & Fire	39152
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NAMIPAL-01
National Alliance on Mental Illness of Palm Beach County, Inc.
5205 Greenwood Ave, Suite 110
West Palm Beach FL 33407

COVERAGES **CERTIFICATE NUMBER:** 983096924 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		A9WC675329	1/20/2025	1/20/2026	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Dept. of Community Services
Attn: Contract Manager
810 Datura Street
West Palm Beach FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Andy Cooley	
Cooley and Darling Insurance Agency PO Box 1228 Haymarket VA 20168	PHONE (A/C, No, Ext): (703) 881-0113	FAX (A/C, No): (703) 659-0024
	E-MAIL ADDRESS: acooley@cd-insure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Landmark American Ins Company	
INSURED NAMI Palm Beach County 5205 Greenwood Ave Suite 110 West Palm Beach FL 33407	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2581821324 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			LHR862603	11/13/2024	11/13/2025	General Aggregate	$2,000,000
							Claim Limit:	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Dept. Of Community Service
810 Datura Street
West Palm Beach FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Cooley

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SUBRECIPIENT AGREEMENT

This Agreement is made as of the _____day of _____, 20_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1520581**.

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement between the State of Florida Department of Legal Affairs, Office of the Attorney General and certain local governments in the State of Florida, including Palm Beach County, (**EXHIBIT J**), and is the designated recipient of the Opioid Settlement Funds in Palm Beach County; and

WHEREAS, the AGENCY has proposed providing certain services funded by Opioid Settlement Funds; and

WHEREAS, the Board of County Commissioners (BCC) unanimously approved the Behavioral Health and Substance Use Disorder Plan 2024 (2024 Plan) and an opioid settlement fund expense plan on October 22, 2024; and as approved, the 2024 Plan includes: Opioid Settlement Funds be allocated with ninety (90) percent of funds going towards Social Determinants of Health and ten (10) percent towards Deep End Treatment; the COUNTY'S collective and collaborative efforts have been directed at planning, developing and executing a comprehensive person-centered, recovery-oriented ecosystem of care; the County measures its initiatives primarily through a resilience and recovery capital framework because of its ability to capture resilience, health, well-being, social determinants of health and risk factors; and

WHEREAS, the COUNTY is committed to a syndemic approach to address the needs of communities overburdened by concurrent or sequential epidemics of HIV, Behavioral Health, Substance Use Disorders, and/or Housing Instability; and

WHEREAS, the ecosystem, at the Macro level, is concerned with interaction and interdependence of individuals with their surrounding physical, social, and cultural systems to holistically assess how individuals affect and are affected by such systems; and makes accessible a network of services and supports that is person-centered and builds on the strengths and resilience of individuals, families, and communities to achieve improved health, wellness, and quality of life; and

WHEREAS, the Micro level aims to increase an individual's resilience and recovery capital through a network of "Recovery Hubs" and other support services providing non-clinical resources, including peer support, employment and job training linkages, and social and recreational activities intended for people in or seeking recovery; and

WHEREAS, the federal Substance Abuse and Mental Health Services Administration (SAMHSA) indicates resilience is a key component to a system of care and that an extensive literature review found that resilience is unanimously negatively associated with depression, anxiety and trauma symptoms in youth, and is therefore, meaningful for screening purposes in at-risk

populations/situations and further offers better mental health and health outcomes not only in adolescents and children's populations, but in the adult population as well; and

WHEREAS, the COUNTY has utilized Recovery Capital Indexing (RCI) to measure and assess resilience and recovery capital since 2019 and is key to measuring the system of care's success , providing a comprehensive picture of a person's well-being that allows for a personalized approach to recovery and wellness; and

WHEREAS, critical to the BCC's goals of establishing a person-centered, recovery-oriented ecosystem is the emphasis placed on social determinants of health, setting a clear system of care path that is focused on improved long-term recovery outcomes and increased resiliency; and

WHEREAS, the AGENCY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 OPIOID SETTLEMENT FUND FUNDED SERVICES

The AGENCY agrees to provide Mental Health & Substance Use First Aid Training services to residents with substance use disorders of the COUNTY as set forth in **EXHIBIT A - SCOPE OF WORK**, **EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITION**, and **EXHIBIT G - ROMA LOGIC MODEL**. The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS,** and shall comply with the terms and reporting requirements in **EXHIBIT J - FLORIDA ALLOCATION AND STATEWIDE RESPONSE AGREEMENT BETWEEN STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL AND CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA**. No changes in the scope of work or services are to be conducted without the written approval of Palm Beach County Community Services Department (the DEPARTMENT). The AGENCY receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.)

applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of the Agreement, including **EXHIBIT A, EXHIBIT B,** and **EXHIBIT H;** and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on August 1, 2025 and complete services on June 30, 2026. The Agreement will automatically renew for two (2) additional one (1) year term(s) (renewal terms), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein.

The parties shall amend this Agreement if there is a change to the Scope of Work/Implementation Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, EXHIBIT H,** and **EXHIBIT J.**

ARTICLE 5 PAYMENTS TO THE OPIOID SETTLEMENT FUNDS FUNDED AGENCY

The COUNTY shall pay to the AGENCY for services rendered under this Agreement not to exceed a total amount of **FOUR HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS ($450,000.00) OVER A THREE-YEAR PERIOD, OF WHICH ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00) IS BUDGETED IN FISCAL YEAR 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00) IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.**

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement year are set forth in **EXHIBIT B**. In accordance with **EXHIBIT J**, where itemized reimbursement for authorized travel expenses is permitted in this Agreement, AGENCY shall submit bills for any travel expenses in accordance with section 112.061 F.S. All requests for payments of this Agreement shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Agreement. Any amounts not submitted by the AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities

Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

Should this Agreement have approved subcontractor(s), the AGENCY shall pay the subcontractor(s) within ten (10) business days of receipt of payment from the County.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY.

In order to do business with the COUNTY, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If AGENCY intends to use subagencies, AGENCY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subagency register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the BCC, and received from the State of Florida pursuant to **EXHIBIT J**.

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 AMENDMENTS TO OPIOID SETTLEMENT FUNDING LEVELS

This Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At anytime during the term of this Agreement, if the AGENCY indicates in a written notice as set forth in Article 32 that it will not be able to spend a portion of the contracted amount in any or all of the service categories, or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. The Department Director or Assistant Director shall provide written notice to the AGENCY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of the Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding

if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 9 INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** AGENCY shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
C. **Workers' Compensation Insurance & Employer's Liability:** AGENCY shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
D. **Professional Liability:** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AGENCY warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the AGENCY of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Waiver of Subrogation:** Except where prohibited by law, AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

F. **Certificates of Insurance:** On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

   Palm Beach County Board of County Commissioners

   and may be addressed:

   Palm Beach County Board of County Commissioners
   c/o Community Services Department
   810 Datura Street
   West Palm Beach, FL 33401
   ATTN: Contracts Manager

G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 INDEMNIFICATION

AGENCY shall protect, defend, reimburse, indemnify, save and hold the COUNTY, its agents, employees, officers and elected officials harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

AGENCY will hold the COUNTY harmless and will indemnify the COUNTY for any funds that the COUNTY is obligated to refund the State of Florida based on the AGENCY'S provision of services, or failure to provide services, pursuant to this Agreement. The AGENCY also agrees that funds made available pursuant to this Agreement shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

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ARTICLE 11 SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with a policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 13 PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the AGENCY'S key personnel, or any personnel turnover which could adversely impact the AGENCY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. AGENCY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the AGENCY or under its supervision. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted, and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the AGENCY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the AGENCY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This

clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

ARTICLE 16 REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 17 HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the Agreement must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, AGENCY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 18 OPIOID SETTLEMENT FUNDS FUNDED AGENCY'S PROGRAMMATIC REQUIREMENTS

AGENCY agrees to fully comply with all of the reporting requirements in **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT REPORTING FORM** and the Agency's Programmatic Requirements contained in **EXHIBIT H**, attached hereto and incorporated herein by reference.

ARTICLE 19 ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Agreement, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents at the AGENCY's place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

The AGENCY will provide a final close-out report and Financial Reconciliation Statement as set forth in **EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT**, accounting for all funds expended hereunder no later than 30 days from the Agreement end date.

The AGENCY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules

of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Agreement.

a. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.

b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts and grant revenue by sponsoring agency and contract/grant number if required by the Single Audit Act.

c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst at teaton@pbcgov.org.

The AGENCY shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

d. The audit is due within nine (9) months after the end of the AGENCY'S fiscal year.

e. AGENCY is required to provide COUNTY with a copy of all grant audits and monitoring reports by other funding entities.

f. AGENCY shall establish policies and procedures and provide a statement, noting that the accounting system or systems established by the AGENCY have appropriate internal controls verifying the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 20 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that the AGENCY may undertake, and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Agreement.

ARTICLE 21 DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 22 AMERICANS WITH DISABILITIES ACT (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they

can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 23 INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this Agreement.

ARTICLE 24 CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by sections 287.133(3)(a), Florida Statutes.

ARTICLE 26 EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 27 ARREARS

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 28 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The AGENCY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Agreement that have been created as a part of the AGENCY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the AGENCY, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of Agreement with the COUNTY or the AGENCY, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 29 TERMINATION

This Agreement may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the AGENCY or without cause upon ten (10) business days' written notice to the AGENCY. Unless the AGENCY is in breach of this

Agreement, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

In the event the COUNTY does not receive Opioid Settlement Funding from the State of Florida pursuant to **EXHIBIT J**, this Agreement shall be immediately terminated effective on the date COUNTY is notified that such funding will not continue.

ARTICLE 30 SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the scope of work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to the Agreement and the AGENCY shall not commence work on any such change until such written Amendment is signed by the AGENCY and approved and executed on behalf of the COUNTY.

ARTICLE 32 NOTICES

All notices required in this Agreement shall be sent by certified mail - return receipt requested, hand delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall

be addressed to:

Director, Behavioral Health / Substance Abuse Disorder
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

and if sent to the AGENCY, shall be mailed to:

Marc Hopin, CEO
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc
5841 Corporate Way, Suite 200
West Palm Beach, Florida 33407

ARTICLE 33 STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 2 C.F.R. 200.317-327 - Procurement Standards.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective AGENCY official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The AGENCY shall provide a copy of the rules of conduct to each officer, employee, board member, and subagency that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for review upon request, for example, during a site visit.

ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing

any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to sections 215.4725, Florida Statutes. Pursuant to sections 287.135(3)(b), Florida Statutes, if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, and subagencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 35 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, the AGENCY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
C. Ensure that records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the AGENCY does not transfer the records to the public agency.
D. Upon completion of the Agreement, the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the

Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this Article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 36 CRIMINAL HISTORY RECORDS CHECK

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572,and R2024-0549 as may be amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either Critical Facilities or CJI Facilities pursuant to the Ordinance and above mentioned Resolutions, as amended. COUNTY staff representing the DEPARTMENT will contact the AGENCY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 37 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 38 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 39 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the Discriminatory Vendor List may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, subcontractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 40 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Agreement.

ARTICLE 41 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road

Jupiter, FL 33450

1440 Martin Luther King Boulevard
Riviera Beach, FL 33404

1699 Wingfield Street
Lake Worth, FL 33460

38754 State Road #80, Room #216
Belle Glade, FL 33430

The room shall be used solely and exclusively for general office purposes and meeting AGENCY obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F - USE OF AND RESTRICTIONS REGARDING THE PREMISES**, which is attached hereto and incorporated herein.

ARTICLE 42 FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (SAM) found at www.sam.gov, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 43 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to 42 U.S.C. § 7401 et seq. - Clean Air Act, as amended, and 33 U.S.C. § 1251 et seq. - Federal Water Pollution Control Act, as amended.

The AGENCY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation, as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The AGENCY agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance money.

ARTICLE 44 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401 - Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was

developed under a Federal award or purchased under a Federal award.

ARTICLE 45 MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

AGENCY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the 42 U.S.C. 6201 - Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 46 PROCUREMENT OF RECOVERED MATERIALS

AGENCY is to provide COUNTY with those goods designated by the Environmental Protection Agency (EPA), at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above $10,000 or where the value of the goods procured during the preceding fiscal year exceeded $10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and vehicular products.

ARTICLE 47 PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

AGENCY acknowledges that 31 U.S.C. Chapter 38 - Administrative Remedies for False Claims and Statements applies to the AGENCY'S actions pertaining to this Agreement.

ARTICLE 48 FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

AGENCY acknowledges that it must comply with 31 U.S.C. § 3729 - The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or subcontractor under the Agreement.

ARTICLE 49 REGULATIONS

The AGENCY shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 50 E-VERIFY - EMPLOYMENT ELIGIBILITY

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that AGENCY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subcontractor and AGENCY shall immediately terminate its Agreement with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 51 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 52 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT I**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 53 COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means.

ARTICLE 54 ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the scope of work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Agreement, this Agreement shall control.

The COUNTY and the AGENCY both further agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those

stated herein.

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Michael A. Caruso
Clerk of the Circuit Court & Comptroller
Palm Beach County

BY: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

AGENCY:
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc

Signed by:
BY: Marc D. Hopin
79C1ACD1980B4D4...
Authorized Signature

Marc Hopin
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial
JBR
BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

DocuSigned by:
BY: Taruna Malhotra
1459E4101F1049C...
Department Director

Docusign Envelope ID: 71B84365-AD51-4778-AB8D-6E955AF4DCFF

FY 2026 – 2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
SCOPE OF WORK AND SERVICES

Agency Name: Ferd and Gladys Alpert Jewish Family and Children's Service of Palm Beach County, Inc. (aka Alpert Jewish Family Service)
Program Name: Mental Health & Substance Use First Aid Training
Location: Palm Beach County
Focus Population: Young adults (aged 19 to 25) and adults (over 25)
Funding Priority: Community Education and Engagement/ Recovery Ready Communities

Scope of Work

A. **Program Description:** Mental Health & Substance Use First Aid is a curriculum that the Agency will utilize to train providers, caregivers, first responders, educators, people in recovery, and other citizens of Palm Beach County. The training aims to have people recognize when someone is developing or experiencing a substance use or co-occurring mental health crisis, how to navigate such situations, and offer encouragement until professional help arrives.

B. **Priority Population:** Young adults (aged 19 to 25) and adults (over 25) who are:
   i. Caregiver to someone who has an Opioid Use Disorder (OUD), Substance Use, or Co-Occurring Disorder.
   ii. Professional (First Responders, Behavioral Health Practitioners, Government Staff, Health Personnel, School Staff/Educators), or any volunteers and professional workers involved in working with Caregivers or individuals with OUD, Substance Use Disorder (SUD) or co-occurring disorders.
   iii. Persons in Recovery from OUD, SUD, or Co-Occurring Disorders.
   iv. Persons with OUD, SUD, or Co-Occurring Disorders.
   v. Veterans, college and university students, victims of violent crimes, including domestic violence and other individuals for whom there is documented evidence of being at higher risk of developing OUD, SUD, or Co-Occurring Disorders and/or their caregivers and families.

Communities within the following areas will receive priority consideration: Tri-city Glades, Riviera Beach, West Palm Beach, Lake Worth Beach, and Delray Beach.

   vi. **Eligibility Criteria**: Participants in training must be Palm Beach County residents and have an interest in substance use and co-occurring mental health disorders.
   vii. **Documentation of Eligibility:** All Participants must register for training and will be required to provide basic demographic information, including zip code and a descriptor identifying the population category that best represents the participant's

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Priority Population, noted above in section B (i-v).

C. Individuals Served: A minimum of 857 unduplicated individuals will be served annually.

D. Service Delivery

i. AGENCY shall conduct training to Palm Beach County residents.
ii. AGENCY shall utilize training to increase culturally responsive mental health/substance use literacy and reduce stigma surrounding substance use and co-occurring conditions as measured by pre- and post-training questionnaires.
iii. AGENCY shall teach participants how to identify risk factors and warning signs of mental illness and substance use disorders, as measured by pre- and post-training questionnaires.
iv. AGENCY shall provide a five (5) - step action plan to: assess risk, listen nonjudgmentally, provide reassurance, and encourage professional help and self-care strategies.
v. AGENCY shall promote early intervention and connect individuals to community-based substance use and mental health resources.
vi. AGENCY shall make training available in trusted community spaces with the assistance of partners of other health and human service organizations, cultural centers, faith-based organizations, and grassroots groups countywide.
vii. AGENCY shall provide training in Spanish and continue to develop learning materials for speakers of Creole (Kreyol).
viii. AGENCY shall ensure that "real-life scenarios" based on community-specific cultural aspects that are related to opioid use disorder and other substance use disorder in Palm Beach County will be provided as learning activities in the training.
ix. AGENCY shall provide training to front-line professionals and first responders such as law enforcement, social workers, and religious leaders.
x. AGENCY shall ensure that its lists of free/low-cost substance use and co-occurring disorders services and community resources are regularly updated and widely distributed as part of every training class. Resource lists shall be provided to COUNTY as part of invoice submissions.
xi. AGENCY shall administer a pre- and post-training questionnaire to all participants.
xii. AGENCY shall deploy the Resiliency Capital Index (RCI) survey to each participant at each training session and work with the County's Vendor, Commonly Well, to establish administration of the RCI every 30 days, thereafter. Agency shall encourage participants to remain engaged with the RCI survey.
xiii. AGENCY will deploy a follow-up survey at 90-day intervals to assess the impact of trainings.
xiv. AGENCY agrees to comply with all Programmatic Requirements (Exhibit H).

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E. Outcomes

Outcome	Communities will be resilient and recovery-ready.
Indicator	Community-based initiatives will be facilitated in a minimum of 20 municipalities that will encourage the development of resilient and recovery-ready communities by September 30, 2027.

Outcome	Increased resilience at the Community level.
Indicator	Communities will increase resilience factor scores by at least one (1) point as determined by an analysis of community resilience/ recovery indexing from baseline to next RCI assessment within the fiscal year.

Outcome	Improve the knowledge and perception about mental illness, substance use disorder and harm reduction.
Indicator	Individuals will improve knowledge and perception about mental illness and substance use disorder, and harm reduction as evidenced by an increased score of at least 75% following training as measured by a pre-post assessment.

F. Continuous Quality Management (CQM)

Overview:

Continuous Quality Management is a systematic, structured, and continuous approach to meet or exceed established professional standards and user expectations. Quality management is implemented by using tools and techniques to measure performance and improve processes through three main components: quality infrastructure, performance measurement and quality improvement.

Quality infrastructure is the structure and supports that allow the organization to measure performance and improve processes. Quality infrastructure components include leadership, quality improvement teams, quality-related training/capacity building, and a written quality management plan. It is often difficult to sustain a successful quality management program if the infrastructure components are missing or weak.

When most people think about quality management, performance measurement and quality improvement come to mind. Performance measurement is the routine collection and analysis of data. The analysis is completed by defining the data elements used to calculate the numerator and denominator. Performance measures must be based on established professional standards and/or evidenced based research, when possible.

Quality improvement is a method that uses the tools of quality in an effective, logical and systematic process to solve problems, improve efficiency and eliminate non-value adding steps in the work-flow. There are many methods for quality improvement process, but in general, they all involve an ongoing cycle of planning, implementation, analysis, and improvement.

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Through the initial term of the Agreement, AGENCY will evaluate the program's progress toward achieving the target goals stated in the program logic model. After assessing their performance, Agencies will work with the County to identify which outcome on their logic model they will improve, what strategy or intervention will be used to improve that outcome, and to what extent.

The targets and outcomes listed in the logic model will be evaluated, at a minimum, on an annual basis.

CQM Requirements:

AGENCY agrees to implement a Logic Model Outcome CQM Project for their funded programs.

AGENCY will participate in a required training for CQM project within the first quarter of their contract.

AGENCY will provide a written description of its CQM project after the required training.

AGENCY will implement its CQM project by the end of the second quarter.

AGENCY will report on the progress of its CQM quarterly.

COUNTY will provide the CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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FY 2026-2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.
Program Name: Mental Health & Substance Use First Aid Training
Service and Subcategory: Community Education and Engagement/Community Engagement Recovery Ready Communities

Description	Units Costs*	Total Year 1	Total Year 2	Total Year 3	Total Contract Amount
Service: Operating Costs Payment of program expenses directly with recovery ready support services (as described in **Exhibit A**, Scope of Work).	Actual	$142,857	$142,857	$142,857	$428,571
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual	$7,143	$7,143	$7,143	$21,429
Total Contract		**$150,000**	**$150,000**	**$150,000**	**$450,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses. To support Continuous Quality Management (CQM) activities, approved CQM expenses cannot exceed 5% of the Total Contract Award.*

All expenditures shall be in accordance with all Federal, State, and local laws and the State of Florida Opioid Settlement Agreement.

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered.

The backup documentation must be submitted along with the invoice and signed cover letter that includes but is not limited to the following, –copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as part of the invoice submission, and via desk and/or on-site monitoring on a periodic basis.

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FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and Agency Name ("Agency") **[Contract Number]** effective _____ _____, 202_, for ___[describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County.

As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed five percent (5%)

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

_____ _____

Signature Date

_____

Print Name

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CASH FLOW COMMITMENT STATEMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to three (3) months cash expenses.

_____
AGENCY NAME

_____
Authorized Representative

_____
Date

Attachments:

a. Statement of Cash flows
b. Statement of Activities
c. Statement of Financial Position

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COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

Agency / Program: _____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email address (*Optional*): _____ **Phone #:** _____

Method of Communication: **(Please check the appropriate box)**

- ☐ **Drop Off**
- ☐ **Standard Mail**
- ☐ **Secured Line**
- ☐ **Certified Mail**
- ☐ **Encrypted Email**

***Incidents Reported*:** **(Please check the appropriate box)**

➢ *Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.*
- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.*
- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
- ☐ Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify County – within 14 business days.*
- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

W ill there be an investigation?
- ☐ Yes
- ☐ No
- ☐ N/A

_____ _____
Individual Completing Report: Print Name **Position / Title**

_____ _____
Individual Completing Report: Signature **Date**

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USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **Facilities/Office Space** article of this Contract/Agreement and once requested and approved by the DEPARTMENT, the AGENCY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow AGENCY access and use of the Premises. The AGENCY shall be entitled to use the Premises without charge. The COUNTY will provide the AGENCY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The AGENCY accepts the Premises in "as is" condition. The AGENCY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the AGENCY of said use. The AGENCY shall, at AGENCY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the AGENCY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The AGENCY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Contract/Agreement and this exhibit without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.

3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the AGENCY damages the Premises, COUNTY shall complete the necessary repairs and the AGENCY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the AGENCY.

4. **Waste and Nuisance:** The AGENCY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The AGENCY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Contract/Agreement and for purposes of inspection of the Premises generally.

6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Contract/Agreement, the rights to use COUNTY property granted to the AGENCY in this Contract/Agreement and this exhibit amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the AGENCY. Upon AGENCY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the AGENCY shall vacate the Premises within thirty (30) days, whereupon the AGENCY'S rights of use pursuant to this Contract/Agreement and this exhibit shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

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7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license to use the Premises, the AGENCY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Contract/Agreement, reasonable wear and tear excepted.

Indemnity: To the extent permitted by law, AGENCY shall indemnify, defend and save COUNTY, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by AGENCY of the Premises or any part thereof; or any act, error or omission of AGENCY, its agents, contractors, employees, volunteers or invitees. In case COUNTY shall be made a party to any litigation commenced against AGENCY or by AGENCY against any third party, then AGENCY shall protect and hold COUNTY, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by COUNTY in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Contract/Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in section 768.28, Florida Statutes.

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COMMUNITY SERVICES DEPARTMENT
FY 2026 Opioid Settlement Funds (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Ferd & Gladys Alpert Jewish Family Service of Palm Beach County		Program Name	Alpert Jewish Family Service: Mental Health First Aid (MHFA)			
Name of person completing this logic model:	Karen L. Oleet		Email of person completing this logic model:	KOleet@AlpertJFS.org		Phone # of person completing this logic model:	561-713-1899

Identified Problem, Need, or Situation	Service or Activity	Outcome *General statement of results expected*	Projected Indicator *# to achieve/# to be served; %; time frame*	Actual Indicator *# achieved/# served; %; time frame*	Measurement Tool	Data Procedures	Frequency *Data Collection and Reporting*
There are gaps in the provision of mental health services in Palm Beach County that are highly correlated with income levels as well as race/ ethnicity. We can strengthen local support systems by empowering community members with skills to respond confidently and compassionately to mental health concerns. Lack of early intervention and widespread stigma lead to worsened outcomes for individuals in mental health or substance use distress—especially in under resourced Palm Beach County communities. Stigma (which may be attitudinal or cultural) results in barriers to needed care. People are often not aware of fact vs. myth regarding substance use and mental health illnesses and related symptoms. Required: The knowledge to assess when someone may have a mental health problem; the understanding of the Dos and Don'ts of broaching the topic with another person; the importance of listening and/or providing encouragement; and knowing where to turn (or refer someone) for help, depending on the type of problem(s).	JFS seeks to serve 857 Palm Beach County Residents in MHFA Classes. MHFA classes by certified instructors at Alpert JFS in West Palm Beach, at the offices of community partners (with virtual or hybrid class options) in English or Spanish that address the needs of highest-risk populations such as teenagers who have experienced multiple traumas, military service members and veterans who experience PTSD, adults in stressful professions such as law enforcement, and college students, people communities that lack multiple social determinants of health. Participants learn how to execute an action plan, called ALGEE: Assess (for risk of self-harm and other symptoms) Listen nonjudgmentally and with compassion Give reassurance Encourage professional help Encourage self-help and other support strategies .	Outcome 1: Communities will be resilient and recovery-ready Outcome 2: Increased resilience at the Community level Outcome 3: Improve the knowledge and perception about mental illness and substance use disorder, harm reduction	Outcome 1: Community-based initiatives will be facilitated in a minimum of 20 municipalities that will encourage the development of resilient and recovery-ready communities by September 30, 2027. a) Year 1: 10 of 20 municipalities or 50% b) Year 2: 10 of 20 municipalities or 50% Note: Municipalities may also include unincorporated areas of Palm Beach County. Outcome 2: 85 of 857 or 10%: Communities will increase resilience factor scores by at least one (1) point, and reduce risk factor scores by at least one (1) point, as determined by an analysis of community resilience/ recovery indexing from baseline to next RCI assessment within the fiscal year. Outcome 3: 428 of 857 or 50%: Individuals will demonstrate improved knowledge and perception about mental illness and substance use disorder, and about harm reduction, as evidenced by an increased score of at least 75% following training, as measured by a pre-post assessment.		Output Tool: Attendance roster NCMW Connect Pre-/PostQuestionnaires Opinion Quiz Outcome Tool: Outcome 1: Training Log that will have the number of PBC Residents, Municipality (Zip code) Outcome 2: RCI Assessment Outcome 3: A pre-and Post assessment	Who does it?: AJFS MHFA team AJFS Director of Quality Assurance Palm Beach County Community Services Department and its partners at FAU and Commonly Well What is the process?: Data collected on course days is reviewed for certification and feedback. It is shared with the Director of Quality Assurance with post-course survey responses and presented to AJFS leadership and the Board of Directors' Performance Quality Improvement Committee, which offers feedback regarding the successful attainment of outputs and outcomes Where is the data stored?: Data is stored securely on NCMW Connects server, on AJFS' computer network, and the PBCCSD database. Agency will provide data on COUNTY approved data system which will track client demographics and zip code.	Data Collection: Outcome 1: Data is collected when a new training is facilitated within a community. Training Log/Attendance roster. Outcome 2: RCI is conducted at the Mental Health First Aid Training, and resilience will be tracked every 30 days thereafter. Outcome 3: Data is collected before and after the training. The scores are compared to measure improved knowledge by 75% Data Reporting: Data is compiled in quarterly PQI reports shared with senior leadership and the AJFS Board PQI committee. AJFS reports results to PBCCSD - BHSUD quarterly.

Mission Statement: Grounded in compassion and guided by Jewish values, the mission of Ferd & Gladys Alpert Jewish Family Service is to strengthen our entire community by empowering individuals and families through the delivery of comprehensive human services.

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Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Contract and may result in termination of this Contract.

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following.

1. AGENCY shall maintain separate financial records for Opioid Settlement Fund (OSF) Contracts and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administrative and program costs. OSF's cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as part of desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed five percent (5%) of Opioid Settlement Contract funds and shall be included in the overall budget presented for approval. All administrative costs shall be maintained within individual service categories and shall be accounted for in the detailed general ledger. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered.

2. AGENCY will ensure that all expenditures shall be in accordance with all Federal, State, and local laws and **EXHIBIT L** (State of Florida Opioid Settlement Agreement).

3. The AGENCY shall submit quarterly **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT**, along with the following financial statements:

    a. Statement of Cash Flows

    b. Statement of Activities

    c. Statement of Financial Position

4. AGENCY shall be registered and have an Active Status with the Florida Department of State, have been incorporated for at least one AGENCY fiscal year, and have provided services for at least six months. If approved for funding, a formal contract shall be executed, and payment will be made by reimbursement of documented expenses and/or pursuant to **EXHIBIT B** or any amendments thereto.

5. AGENCY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.

6. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

7. AGENCY shall promptly provide data for state and COUNTY mandatory OSF

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funding reporting requirements.

8. AGENCY shall ensure that no private or confidential data collected, maintained or used during the course of the Contract period or thereafter shall be disseminated, except as authorized by statute.

9. AGENY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the AGENCY to assure that its fiscal, programmatic, and conduct, as outlined in **EXHIBIT A, EXHIBIT B,** and in this Article are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly or more as warranted. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative, operational and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

10. AGENCY shall be monitored by the information within the Contract, **EXHIBIT A, EXHIBIT B,** and current monitoring tool.

11. AGENCIES with findings during the monitoring phase shall complete a Partnership Agreement within 30 days outlining who is responsible for ensuring that a finding will be corrected, as well as how and when findings will be resolved.

12. Data Entry:

    AGENCY shall provide the DEPARTMENT with participant-level data as requested. AGENCY shall attend data collection and reporting trainings as required by the DEPARTMENT. Data shall be entered for each program into the designated reporting system or, if approved by COUNTY, a spreadsheet that shall be provided monthly to demonstrate that participants are served. Data submitted shall clearly document all participant admissions and discharges under this Contract, as well as all programs, program participants, services, and strategies employed under this Contract, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the AGENCY'S files. Data entered incorrectly shall be corrected within the timeframe designated by the DEPARTMENT upon discovery of error or notification of error, whichever occurs first. Failure to provide this information in a timely fashion and in the format required is a material breach of this Contract and a basis for termination of this Contract. AGENCY shall enter participant data into the designated data reporting system or spreadsheet within one (1) business day of a participant's activity in the program. Required data for collection shall include gender, veteran status, race-census categories, ethnicity- census categories, date of birth and age, and living arrangement at program entry and exit.
    Final participant data entry shall be completed by October 15th of each year to ensure compliance with this Contract, as well as to determine AGENCY'S progress in attaining its outcomes as outlined in **EXHIBIT A.**

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13. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Contract or as required by law.

14. AGENCY must enter all programmatic data into the DEPARTMENT designated data entry system.

15. Required Data Systems for AGENCIES receiving COUNTY funds in the Behavioral Health Substance Use Disorder Category:

    AGENCY agrees to partner in the DEPARTMENT's designated data entry system, to execute the necessary Partner and User Contracts, and to fully comply with the terms and conditions as set forth in the Partner and User Contracts, unless otherwise directed by the DEPARTMENT.

    AGENCY shall complete required system training prior to entering data in the identified DEPARTMENT- designated data entry system.

    The DEPARTMENT's - designated data entry system and any other data reporting system(s) designated by the COUNTY shall be the source for data collection and for all data used to determine compliance with programmatic contractual requirements. AGENCY shall submit quarterly programmatic outcomes and fiscal utilization reports using the templates provided by the DEPARTMENT. The templates for these reports can be found on the FAA website, located at Community Services - Financially Assisted Agencies FAA Agreement Resources. Quarterly programmatic outcome and utilization reports shall be submitted to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff directly by no later than 15 days following the end of each quarter (October 15, January 15, April 15, July 15).

16. If AGENCY provides care coordination services, AGENCY shall provide documentation of executed Memorandum of Understanding (MOU) with other behavioral health providers that are required to meet the needs of families within multiple regions across the COUNTY.

17. AGENCY shall comply with applicable county, state and federal certification and/or licensure requirements relevant to services delivered within the service categories.

    AGENCY shall adhere to behavioral health and substance use disorders provider service requirements, and maintain good standing with the State of Florida, Department of Children and Families (DCF) licensing requirements for the appropriate level of substance use treatment services, as applicable, for services AGENCY is providing under this Contract.

18. AGENCY shall ensure that subrecipients, if any, adhere to the same licensure standards as if they were a recipient of funding directly.

19. OSF Service Category Requirements for AGENCIES receiving COUNTY-approved opioid settlement funds include but are not limited to:

20. AGENCY shall have clearly written eligibility criteria and processes that include

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the following:

a. Participants must be a resident of Palm Beach County.

b. Specific programmatic eligibility requirements as stated in **EXHIBIT A.**

c. AGENCY'S applicable policies and procedures and shall be in alignment with Participant eligibility as described in **EXHIBIT A.**

d. AGENCY shall access federal, state and entitlement funding when available to ensure the most efficient use of COUNTY funds.

e. Services shall take place in Palm Beach County.

21. AGENCY shall adhere to the following guiding principles for all substance use and/or co-occurring disorder services:

a. AGENCY utilize the designated Resiliency/Recovery Capital Indexing tool (RCI), which shall be administered to young adult and adult populations experiencing substance use and/or co-occurring disorders. In addition, the RCI shall be used once a Participant is stable enough to obtain a valid and reliable baseline score and re-administered every thirty (30) days thereafter.

b. AGENCY is required to administer Satisfaction Surveys during program engagement and at program end date. Survey results shall be reported on a rolling quarterly basis concurrent with required quarterly reporting due dates, based on the State fiscal year (October 15, January 15, April 15, July 15).

c. AGENCY shall:

- Employ a person-centered, recovery-oriented delivery of services.
- Incorporate strength-based individualized planning and use of data to determine effectiveness of services and participant perception of services.
- Ensure individualized services are based on Participant's needs and expressed priorities and goals.
- Ensure Participant voice and choice are considered and that services are provided in partnership with participants.
- Incorporate a holistic approach, inclusive of assessments of individualized needs.
- Ensure services are provided in a trauma-informed manner and that Participants are provided a "no wrong-door" approach and appropriate warm hand-offs.
- Ensure consistent implementation and integration into care planning and services utilizing the RCI for young adults and adults with substance use disorder and/or co- occurring disorders.
- Employ flexibility and data if services are not producing expected outcomes.

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- Use evidence-based, evidence informed and/or promising practices when delivering services.
- Utilize data to ensure decisions are data-driven and that data are shared across common providers for Participants with appropriate consents and inter-agency data agreements.
- Ensure "warm hand-offs" are made to transition each individual from a provider or through a referral to an organization that will continue care or facilitate ongoing care.

22. Disclosure of Incidents:

AGENCY shall inform COUNTY, by telephone and email to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee, of all unusual incidents that involve any Participants within four to eight (4 - 8) hours of the occurrence of the incidents, and follow up with **EXHIBIT E - COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM** within twenty-four (24) hours of the occurrence of said incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of any participant served through the program funded in whole or part through County funds, including OSF funds. All of the incidents require that immediate action is taken to protect Participants from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

23. AGENCIES that provide services to, or will be in the vicinity of children, the elderly and other vulnerable adult populations, will have and comply with a policy that requires them to conduct a Level 2 Criminal Background Check prior to employment or volunteering and a rescreen every five (5) years for all volunteers and employees to maintain Level 2 standards. Contact with children, the elderly and other vulnerable adult populations, or confidential records is not permitted until screening is complete and the individual is deemed "Eligible"

24. AGENCY shall have an approved Succession Plan indicating how the AGENCY will communicate to the DEPARTMENT if Key Personnel, staff who are directly linked to the funded program, or Senior Management plans to leave the AGENCY. AGENCY shall provide an action plan and timeline for replacement to the COUNTY to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee for approval annually.

25. AGENCY shall notify COUNTY Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee through the DEPARTMENT'S Incident Notification Process and follow up with **EXHIBIT E** within five (5) business days of the following:

a. Resignation/Termination of CEO, President and/or CFO.

b. Resignation/Termination of Key OSF funded staff.

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c. OSF Funded Staff vacancy position for 90 days or more.

d. Resignation/Termination of Key program staff, OSF Funded or not, who are providing services directly or indirectly.

e. Loss of funding from another Funder that could impact service delivery.

f. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).

g. Inability to have three (3) month's cash flow on hand.

h. Temporary interruption of the delivery of services due to closure, emergency, natural or unnatural disaster.

i. Other incidents that may occur unexpectedly and are not covered above.

26. AGENCY may provide Key Personnel appropriate training according to their staff qualifications and role, including but not limited to:

a. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs) and Motivational Interviewing (MI) training;

b. AGENCY shall ensure staff and Key Leadership Members participate in and understand the reasoning behind incorporating the Resiliency/Recovery Capital Index into the program and that AGENCY engages in training for administering and interpreting data in collaboration with COUNTY's designated vendor.

AGENCY can obtain a list of training resources on the FAA webpage.

27. AGENCY shall provide its By-Laws, as well as a roster of Board of Directors with titles, addresses, and phone numbers, inclusive of non-conflict signed statements.

28. AGENCY shall provide its revised budget, as applicable, if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT, Program and Fiscal Staff.

29. AGENCY shall submit information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc. Updated information shall be provided at least annually to 211 Palm Beach/Treasure Coast, Inc.

30. AGENCY Engagement

The DEPARTMENT and COUNTY rely on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Contract, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they - the taxpayers - are funding.

The names and logos of the AGENCY or program funded under this Contract and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) approved

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logos are below:

Specific Activities - Mandatory:

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

Specific Activities - Recommended:

- When AGENCY describes the DEPARTMENT in written material (including news releases), use the language provided below and available on the DEPARTMENT'S website http://discover.pbcgov.org/communityservices/Pages/default.aspx.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.
- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Contract or the program funded under this Contract sufficiently in advance (e.g., a minimum of two (2) weeks prior) so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in AGENCY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline https://discover.pbc.gov/communityservices/PDF/publications/CSD%20LOGO%20Guideline.pdf on the AGENCY'S website with a hyperlink to the DEPARTMENT and COUNTY website http://discover.pbcgov.org/communityservices/Pages/default.aspx, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that AGENCY sponsors or participates in.

31. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, **if disclosure is necessary** for the receiving entity to perform its

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duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

32. AGENCY shall be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training must be in place within ninety (90) days of the execution of this Contract, and will include, at a minimum:
    - A testing component that will test at intervals throughout the year for all employees that serve Palm Beach County, regardless of funding source for their position; and
    - A tracking component so that AGENCY or the County can verify employee compliance. AGENCY shall furnish an Attestation Statement, within ninety (90) days of execution of this Contract, verifying that a cyber security training is in place for all employees that serve Palm Beach County.

33. AGENCY serving eligible participants/households must:
    - Check Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for individuals/households;
    - Enroll participant(s)/household(s) into the DEPARTMENT-designated data system, and document all service(s) provided;
    - Utilize the Resource and Referral Portal (RRP) in OSCARSS to provide referrals to community-based services such as self-sufficiency services/employment services, etc. as appropriate;
    - Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
    - Participate in CSD events that will increase collaboration and enhance agency skills to achieve outcomes.

34. STATE AND COUNTY OSF REPORTING REQUIREMENTS

    - State and local governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations/requirements from the Opioid Abatement Taskforce or Council.

    - State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

        - Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds.
        - Any provider shall retain and maintain all participant/client records, financial records, supporting documents, statistical records, and any other document (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after it ceases to receive Opioid Funds or longer when required by law. In the event an audit is required by the State or Local Government, records shall be retained for a minimum period of six (6) years after the audit

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report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

- At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
- A financial and compliance audit shall be performed annually and provided to the State.
- All providers shall comply and cooperate immediately with any inspection reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.
- No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

35. ADDITIONAL OPIOID SETTLEMENT-SPECIFIC REPORTING AND ACCOUNTABILITY. Agency shall request access from the Florida Department of Children and Families (DCF) to the Opioid Data Management System: DCF-SAMH Office of Opioid Recovery User Access Request Form [app.smartsheet.com]. DCF-SAMH Office of Opioid Recovery User Access Request Form [app.smartsheet.com]

Each Agency staff person needing access should complete the Smartsheet form.

An AGENCY receiving Opioid Settlement funds is required to submit data to the Opioid Data Management System web portal no later than 18th day of each month following service delivery.

This reporting will include the following information:

- Data on demographics
- Number of individuals served
- Services provided
- Diagnoses
- The cost associated with services.

AGENCY shall upload 837 forms into the Opioid Data Management System for client-specific services paid for with Opioid Settlement funds. This form is an electronic file with client specific data used for healthcare claims. AGENCYs who have an electronic health (or medical) record (EHR) system can produce these files and will be able to complete the required fields. AGENCYs without access to 837 file formats will use the CSV file format provided by the Department.

- Report expenditures for the previous fiscal year to the Department of Children and Families (DCF) by no later than August 31st.

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- Report to DCF is due by July 1st of each year on how Opioid Funds will be expended in the upcoming fiscal year.

- The State Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate effectiveness of expenditures on Approved Purposes.

- DCF has established a statewide Opioid Implementation and Financial Reporting System ("Florida Opioid Implementation and Financial Reporting System" (FOIFRS) to which providers may request access for the purpose of submitting implementation plans and financial reports.

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CONTRACT EXHIBIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Ferd & Gladys Alpert Jewish Family Service of Palm Beach County (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Mara D. Hopin
(Signature of Officer or Representative)

Marc Hopin
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 12 day of June, 2025 by Marc D. Hopin.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

Dana Lukins
NOTARY PUBLIC (Signature)
My Commission Expires:
State of Florida at large

DANA LUKINS
MY COMMISSION # HH 582843
EXPIRES: December 8, 2028

(Notary Seal)

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FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

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A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

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10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

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17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

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4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

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(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

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(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

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8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

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h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

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(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

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City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

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amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

11/15/2021

By: John Guard DATED

Its: Chief Deputy Attorney General

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EXHIBIT A

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Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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EXHIBIT B

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Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services

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for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co- occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co- occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

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6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid- related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

   a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

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b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or

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strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

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1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence- informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

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6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to addressmental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence- based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and

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provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes

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of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

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5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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EXHIBIT C

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County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

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	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

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	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

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	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

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	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
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	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
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	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
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	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
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	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
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	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
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	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

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	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
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	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
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	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
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	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

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	Monticello		0.003237478783%
Lafayette		0.031911772076%	
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	Mayo		0.000355886619%
Lake		1.139211224519%	
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	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
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	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

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	Tallahassee		0.425998098549%
Levy		0.251192401748%	
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	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

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	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

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	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

Docusign Envelope ID: 71B84365-AD51-4778-AB8D-6E955AF4DCFF

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

Docusign Envelope ID: 71B84365-AD51-4778-AB8D-6E955AF4DCFF

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

Docusign Envelope ID: 71B84365-AD51-4778-AB8D-6E955AF4DCFF

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

Docusign Envelope ID: 71B84365-AD51-4778-AB8D-6E955AF4DCFF

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

Docusign Envelope ID: 71B84365-AD51-4778-AB8D-6E955AF4DCFF

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

Docusign Envelope ID: 71B84365-AD51-4778-AB8D-6E955AF4DCFF

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

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Detail by FEI/EIN Number

Florida Not For Profit Corporation
FERD AND GLADYS ALPERT JEWISH FAMILY & CHILDREN'S SERVICE OF PALM BEACH COUNTY, INC.

Filing Information

Document Number	728996
FEI/EIN Number	59-1520581
Date Filed	03/06/1974
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/08/1998
Event Effective Date	NONE

Principal Address

5841 CORPORATE WAY
SUITE 200
WEST PALM BEACH, FL 33407

Changed: 03/16/2021

Mailing Address

P.O. BOX 220627
WEST PALM BEACH, FL 33422

Changed: 01/29/2007

Registered Agent Name & Address

KITROSER, MITCHELL ESQ
631 U.S. HIGHWAY 1
SUITE 406
NORTH PALM BEACH, FL 33408

Name Changed: 02/01/2016

Address Changed: 03/16/2021

Officer/Director Detail

Name & Address

Title CEO

HOPIN, MARC D
5841 CORPORATE WAY
SUITE 200
WEST PALM BEACH, FL 33407

Title Chairman, President

Lesser, Jennifer
5841 CORPORATE WAY
SUITE 200
WEST PALM BEACH, FL 33407

Title Secretary

Sheinberg, Lesley
5841 CORPORATE WAY
SUITE 200
WEST PALM BEACH, FL 33407

Title CFO

Hotaling, Christopher P
5841 CORPORATE WAY
SUITE 200
WEST PALM BEACH, FL 33407

Annual Reports

Report Year	Filed Date
2025	02/06/2025
2025	05/21/2025
2025	05/27/2025

Document Images

05/27/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
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03/16/2021 -- ANNUAL REPORT	View image in PDF format
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FERDAND-01 KDRAYTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Plastridge Insurance Agency 820 NE 6th Avenue Delray Beach, FL 33483	CONTACT NAME: PHONE (A/C, No, Ext): (561) 276-5221 FAX (A/C, No): (561) 276-5244 E-MAIL ADDRESS: delraydocs@plastridge.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group, Inc.	10023
INSURED Ferd and Gladys Alpert Jewish Family & Children's Service of PBC, Inc & Melvin J. & Claire Levine Jewish Residential & Family Service of PBC, Inc., 5841, LLC 5841 Corporate Way, Ste. 200 West Palm Beach, FL 33407	INSURER B : Philadelphia Indemnity Ins Co.	18058
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		2024-41226	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						PROFESSIONAL LI	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			2024-41226	9/1/2024	9/1/2025	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			2024-41226-UMB	9/1/2024	9/1/2025	AGGREGATE	$
	DED RETENTION $						Aggregate	$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Directors and Office			PHSD1877769-000	12/20/2024	9/1/2025	Limit	5,000,000
A	Sexual Abuse/Molesta			2024-41226	9/1/2024	9/1/2025	Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are an additional insured under the general liability policy when required by written contract subject to the terms, conditions and exclusions of the policy.

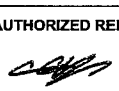
CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Dept of Community Services
Attn: Contract Manager
810 Datura Street
West Palm Beach, FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: FERDAND-01 KDRAYTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Plastridge Insurance Agency		Ferd and Gladys Alpert Jewish Family & Children's Service of PBC, Inc & Melvin J. & Claire Levine Jewish Residential & Family Service of PBC, Inc., 5841, LLC 5841 Corporate Way, Ste. 200 West Palm Beach, FL 33407 Palm Beach
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess D&O/EPL Coverage
Effective 12/20/2024 - 09/01/2025
Carrier: Atain Specialty Insurance Company
NAIC: 17159
Policy #: XPL01115
Aggregate Limit: $5,000,000
Underlying Policy: Philadelphia Indemnity, Policy # PHSD1877769

Professional Llability
Effective: 9/1/2024-25
Carrier: Alliance of Nonprofits for Insurance
Policy # 2024-41226
Aggregate Limit: 1,000,000

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** clcerts@MarshMMA.com
INSURED FREDGLADY11 Fred & Gladys Alpert Jewish Family & Children's Services of PBC & Affiliates 5841 Corporate Way, Suite 200 West Palm Beach FL 33407	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Associated Industries Insurance Co, Inc 23140 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1882283412 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		AWC1215429	4/1/2025	4/1/2026	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Dept of Community Services
Attn: Contract Manager
810 Datura Street
West Palm Beach FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd George

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FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

John Guard 11/15/2021

By: John Guard DATED

Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

PALM BEACH COUNTY, FLORIDA
YTD DETAILED EXPENDITURES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 1490 Opioid Settlement Fund
Dept: 146 Behavioral Health Programs

Fund	Dept	Unit	Sub Unit	Program Code	Program Period	Task	Sub Task	Task Order	Major Program	Obj Code	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Name	Amount
2,025.00																		
Unit	**7623**		**Opioid Settlement Administration**															
1490	146	7623								1201	2025	6	3/21/2025	JVA	PYMD20250328B0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,710.54
1490	146	7623								1201	2025	7	4/4/2025	JVA	PYMD20250411A0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,015.90
1490	146	7623								1201	2025	7	4/18/2025	JVA	PYMD20250425B0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,015.90
1490	146	7623								1201	2025	8	5/2/2025	JVA	PYMD20250509A0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,015.90
1490	146	7623								1201	2025	8	5/16/2025	JVA	PYMD20250523B0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,015.90
1490	146	7623								1201	2025	9	5/30/2025	JVA	PYMD20250606C0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,015.90
1490	146	7623								1201	2025	9	6/13/2025	JVA	PYMD20250620A0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,015.90
1490	146	7623								1201	2025	10	6/27/2025	JVA	PYMD20250704B0210005	BCC MULTI DISTRIB GROSS EARNINGS		2,628.20
1490	146	7623								1201	2025	10	7/11/2025	JVA	PYMD20250718A0210005	BCC MULTI DISTRIB GROSS EARNINGS		2,628.20
1490	146	7623								1201	2025	11	7/25/2025	JVA	PYMD20250801B0210005	BCC MULTI DISTRIB GROSS EARNINGS		2,593.56
															Total for Object 1201	**Salaries & Wages Regular**		**27,655.90**
1490	146	7623								2101	2025	6	3/21/2025	JVA	PYMD20250328B0210001	BCC MULTI DISTRIB FICA - ER		102.69
1490	146	7623								2101	2025	7	4/4/2025	JVA	PYMD20250411A0210001	BCC MULTI DISTRIB FICA - ER		178.92
1490	146	7623								2101	2025	7	4/18/2025	JVA	PYMD20250425B0210001	BCC MULTI DISTRIB FICA - ER		178.92
1490	146	7623								2101	2025	8	5/2/2025	JVA	PYMD20250509A0210001	BCC MULTI DISTRIB FICA - ER		179.69
1490	146	7623								2101	2025	8	5/16/2025	JVA	PYMD20250523B0210001	BCC MULTI DISTRIB FICA - ER		178.92
1490	146	7623								2101	2025	9	5/30/2025	JVA	PYMD20250606C0210001	BCC MULTI DISTRIB FICA - ER		178.91
1490	146	7623								2101	2025	9	6/13/2025	JVA	PYMD20250620A0210001	BCC MULTI DISTRIB FICA - ER		178.93
1490	146	7623								2101	2025	10	6/27/2025	JVA	PYMD20250704B0210001	BCC MULTI DISTRIB FICA - ER		157.82
1490	146	7623								2101	2025	10	7/11/2025	JVA	PYMD20250718A0210001	BCC MULTI DISTRIB FICA - ER		157.82
1490	146	7623								2101	2025	11	7/25/2025	JVA	PYMD20250801B0210001	BCC MULTI DISTRIB FICA - ER		155.92

Fund: 1490 Opioid Settlement Fund
Dept: 146 Behavioral Health Programs

Fund	Dept	Unit	Sub Unit	Program Code	Program Period	Task	Sub Task	Task Order	Major Program	Obj Code	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Name	Amount
															Total for Object 2101	**Fica-Taxes**		**1,648.54**
1490	146	7623								2105	2025	6	3/21/2025	JVA	PYMD20250328B0210003	BCC MULTI DISTRIB MEDICARE-ER		24.01
1490	146	7623								2105	2025	7	4/4/2025	JVA	PYMD20250411A0210003	BCC MULTI DISTRIB MEDICARE-ER		41.84
1490	146	7623								2105	2025	7	4/18/2025	JVA	PYMD20250425B0210003	BCC MULTI DISTRIB MEDICARE-ER		41.84
1490	146	7623								2105	2025	8	5/2/2025	JVA	PYMD20250509A0210003	BCC MULTI DISTRIB MEDICARE-ER		42.02
1490	146	7623								2105	2025	8	5/16/2025	JVA	PYMD20250523B0210003	BCC MULTI DISTRIB MEDICARE-ER		41.83
1490	146	7623								2105	2025	9	5/30/2025	JVA	PYMD20250606C0210003	BCC MULTI DISTRIB MEDICARE-ER		41.84
1490	146	7623								2105	2025	9	6/13/2025	JVA	PYMD20250620A0210003	BCC MULTI DISTRIB MEDICARE-ER		41.85
1490	146	7623								2105	2025	10	6/27/2025	JVA	PYMD20250704B0210003	BCC MULTI DISTRIB MEDICARE-ER		36.91
1490	146	7623								2105	2025	10	7/11/2025	JVA	PYMD20250718A0210003	BCC MULTI DISTRIB MEDICARE-ER		36.91
1490	146	7623								2105	2025	11	7/25/2025	JVA	PYMD20250801B0210003	BCC MULTI DISTRIB MEDICARE-ER		36.46
															Total for Object 2105	**Fica Medicare**		**385.51**
1490	146	7623								2201	2025	6	3/21/2025	JVA	PYMD20250328B0210007	BCC MULTI DISTRIB FRS CONT 12		227.90
1490	146	7623								2201	2025	7	4/4/2025	JVA	PYMD20250411A0210007	BCC MULTI DISTRIB FRS CONT 12		405.80
1490	146	7623								2201	2025	7	4/18/2025	JVA	PYMD20250425B0210007	BCC MULTI DISTRIB FRS CONT 12		405.80
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1490	146	7623								2201	2025	8	5/16/2025	JVA	PYMD20250523B0210007	BCC MULTI DISTRIB FRS CONT 12		405.80
1490	146	7623								2201	2025	9	5/30/2025	JVA	PYMD20250606C0210007	BCC MULTI DISTRIB FRS CONT 12		405.80
1490	146	7623								2201	2025	9	6/13/2025	JVA	PYMD20250620A0210007	BCC MULTI DISTRIB FRS CONT 12		405.80
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1490	146	7623								2201	2025	10	7/11/2025	JVA	PYMD20250718A0210007	BCC MULTI DISTRIB FRS CONT 12		363.34
1490	146	7623								2201	2025	11	7/25/2025	JVA	PYMD20250801B0210007	BCC MULTI DISTRIB FRS CONT 12		358.48

Fund: 1490 Opioid Settlement Fund
Dept: 146 Behavioral Health Programs

Fund	Dept	Unit	Sub Unit	Program Code	Program Period	Task	Sub Task	Task Order	Major Program	Obj Code	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Name	Amount
															Total for Object 2201	**Retirement Contributions-Frs**		**3,747.86**
1490	146	7623								2301	2025	6	3/21/2025	JVA	PYMD20250328B0210013	BCC MULTI DISTRIB LIFE - ER		2.21
1490	146	7623								2301	2025	7	4/4/2025	JVA	PYMD20250411A0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2025	7	4/4/2025	JVA	PYMD20250411A0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.56
1490	146	7623								2301	2025	7	4/4/2025	JVA	PYMD20250411A0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		209.64
1490	146	7623								2301	2025	7	4/18/2025	JVA	PYMD20250425B0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.56
1490	146	7623								2301	2025	7	4/18/2025	JVA	PYMD20250425B0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		209.64
1490	146	7623								2301	2025	7	4/18/2025	JVA	PYMD20250425B0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2025	8	5/2/2025	JVA	PYMD20250509A0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		209.64
1490	146	7623								2301	2025	8	5/2/2025	JVA	PYMD20250509A0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2025	8	5/2/2025	JVA	PYMD20250509A0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.56
1490	146	7623								2301	2025	8	5/16/2025	JVA	PYMD20250523B0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		209.64
1490	146	7623								2301	2025	8	5/16/2025	JVA	PYMD20250523B0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.56
1490	146	7623								2301	2025	8	5/16/2025	JVA	PYMD20250523B0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2025	9	5/30/2025	JVA	PYMD20250606C0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.56
1490	146	7623								2301	2025	9	5/30/2025	JVA	PYMD20250606C0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2025	9	5/30/2025	JVA	PYMD20250606C0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		209.64
1490	146	7623								2301	2025	9	6/13/2025	JVA	PYMD20250620A0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2025	9	6/13/2025	JVA	PYMD20250620A0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		209.64
1490	146	7623								2301	2025	9	6/13/2025	JVA	PYMD20250620A0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.56
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1490	146	7623								2301	2025	10	6/27/2025	JVA	PYMD20250704B0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.20

Fund: 1490 Opioid Settlement Fund
Dept: 146 Behavioral Health Programs

Fund	Dept	Unit	Sub Unit	Program Code	Program Period	Task	Sub Task	Task Order	Major Program	Obj Code	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Name	Amount
1490	146	7623								2301	2025	10	6/27/2025	JVA	PYMD20250704B0210013	BCC MULTI DISTRIB LIFE - ER		2.42
1490	146	7623								2301	2025	10	7/11/2025	JVA	PYMD20250718A0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.20
1490	146	7623								2301	2025	10	7/11/2025	JVA	PYMD20250718A0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		78.62
1490	146	7623								2301	2025	10	7/11/2025	JVA	PYMD20250718A0210013	BCC MULTI DISTRIB LIFE - ER		2.42
1490	146	7623								2301	2025	11	7/25/2025	JVA	PYMD20250801B0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.18
1490	146	7623								2301	2025	11	7/25/2025	JVA	PYMD20250801B0210013	BCC MULTI DISTRIB LIFE - ER		2.39
1490	146	7623								2301	2025	11	7/25/2025	JVA	PYMD20250801B0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		66.91
															Total for Object 2301	**Insurance-Life & Health**		**1,511.81**
1490	146	7623								4007	2025	6	3/19/2025	JVA	03192500000000001389	FEBRUARY 2025 MILEAGE 02/10/2025-02/26/2025		25.34
1490	146	7623								4007	2025	8	5/1/2025	GAX	MILE0501202500000027	APRIL 2025 MILEAGE 04/02/2025-04/04/2025	JILL SINGER	63.42
1490	146	7623								4007	2025	9	6/10/2025	GAX	MILE0610202500000049	MAY 2025 MILEAGE 05/15/2025-05/30/2025	JILL SINGER	155.75
1490	146	7623								4007	2025	10	7/25/2025	GAX	MILE0725202500000028	JUNE 2025 MILEAGE 06/05/2025-06/26/2025	JILL SINGER	108.92
1490	146	7623								4007	2025	11	8/12/2025	GAX	MILE0812202500000067	JULY 2025 MILEAGE 07/15/2025-07/28/2025	JILL SINGER	37.66
															Total for Object 4007	**Travel-Mileage**		**391.09**
															Unit 7623	**Opioid Settlement Administration**		**35,340.71**

PALM BEACH COUNTY, FLORIDA
YTD DETAILED EXPENDITURES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 1490 Opioid Settlement Fund
Dept: 146 Behavioral Health Programs

Fund	Dept	Unit	Sub Unit	Program Code	Program Period	Task	Sub Task	Task Order	Major Program	Obj Code	Fiscal Year	Fiscal Month	Doc Rec'd Date	Doc Code	Doc ID Number	Line Description	Vendor Name	Amount

{JRNL_ACTG.FUND_CD} in ["0001", "1490", "1491"] and
{JRNL_ACTG.DEPT_CD} = "146" and
{R_PSCD.PSCD_CLOS_CL_CD} in ["10", "11"] and
not ({JRNL_ACTG.DOC_CD} in ["AD", "EFT", "EFTC"]) and
{JRNL_ACTG.PER_DC} <= 11 and
{JRNL_ACTG.BFY} = 2025.00 and
{JRNL_ACTG.UNIT_CD} in ["7629", "7622", "7623", "7624", "7625"]

Report Grand Total **35,340.71**

Behavioral Health and Substance Use Disorder Plan 2024

Palm Beach County
Advisory Committee on
Behavioral Health, Substance Use
and Co-Occurring Disorders

It is time we … stopped focusing on brief episodes of biopsychosocial stabilization. It is time for national, state, and local initiatives to create recovery oriented systems of care that can promote this model of sustained recovery management.

William L. White, MA
Recovery Management and Recovery Oriented Systems of Care: Scientific Rationale and Promising Approaches

ADVANCING A RESILIENCE AND RECOVERY ECOSYSTEM OF CARE

ONE INITIATIVE,
ONE INDICATOR AT A TIME

PALM BEACH COUNTY FLORIDA

Palm Beach County COMMUNITY SERVICES
Helping People Build Better Communities

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I. Executive Summary

Palm Beach County, more specifically Delray Beach, had the reputation of being the Recovery Capitol of the Nation known for its vibrant recovery community and a safe, nurturing environment highly supportive of recovering individuals in the mid-2000's. Yet, at the time, there was also an identifiable underbelly that existed which propelled a proliferation of "pill mills" and opioid prescribing resulting in a rapid rise in opioid overdoses.

By 2017, Palm Beach County had the unfortunate distinction of being the epi-center of overdose deaths in the State of Florida, reaching a peak of 817 drug related deaths of which 626 were opioid deaths. News headlines and coverage also placed the County at the epi-center nationally of fraud and abuse in the treatment and recovery residence sector that preyed on vulnerable individuals in need of substance use disorder care and their families.

Opioid use was certainly not the first drug to have caused misuse and drug related deaths. In the 1980's and the 1990's, crack cocaine addiction was prolific. Communities of color and lower income communities were disproportionately affected. The difference with opioid misuse was all communities were affected and many addictions started from prescribed legal use.

The closing of the 44 bed Jerome Golden Center and the in-patient unit at JFK hospital created a deficit in available options for individuals with significant mental illness, many of whom experienced homelessness and/or incarceration.

Important strides have been made since. Today, the State of Florida and the Nation look to Palm Beach County for its leadership in person-centered, recovery-oriented, and crisis care; leadership which began in 2017 when the Palm Beach County Board of County Commissioners (BCC) approved an Opioid Response Plan (ORP). The BCC also appointed a "Drug Czar", an ORP priority recommendation to lead the response efforts. The State Attorney's Office also aggressively took the fight to the treatment and recovery residence sector to overcome its abuses.

Critical to these efforts was setting a clear system of care path. A path that is more person-centered and recovery-oriented focused on improved long-term recovery outcomes and increased resiliency rather than solely focused on the historic approach of acute- and crisis-centric care.

The system of care's foundational elements are rooted in the federal Substance Abuse and Mental Health Services Administration's definition of recovery from mental disorders and/or substance use disorders which is defined as, "A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential." They are also developed from the four major dimensions that support a life in recovery identified by SAMHSA as: health, home, community and purpose as well as the agency's recognition setbacks are a natural part of life. Thus, according to SAMHSA, resilience becomes a key component of recovery.

The BCC adopted substance use disorder, and behavioral health more broadly, as a strategic priority in 2019 with a major goal to establish a person-center, recovery-oriented system of care which has been renewed annually since. In November 2022, it approved the establishment of the Advisory Committee on Behavioral Health, Substance Use and Co-Occurring Disorders (BHSUCOD) and declared the BCC's expressed approval of a person-centered, recovery-oriented system of care. The BCC also approved the Behavioral Health and Substance Use Disorder Plan 2022 and its recommendations which were informed by community input and developed by a Steering Committee and its sub-committees operationalized in 2019.

The BHSUCOD is charged with enhancing the County's capacity and effectiveness in formulating behavioral health and substance use disorder policies as well as to offer recommendations regarding the County's provision of services to its citizens. It is also responsible for making recommendations on responding to the opioid epidemic, as provided in section 17.42 of the Florida Statutes (2022).

The Behavioral Health and Substance Use Disorder Plan 2024 details the number of initiatives and their outcomes that have been executed to achieve a true person-centered, recovery-oriented system of care; an ecosystem of resilience and recovery that creates recovery-ready communities. Communities and care that will foster, not only hope, but create ready and easy access to person-centered, recovery-oriented care. It and subsequent Plan Updates are intended to maintain flexibility to address whatever needs that are forthcoming.

The development of the 2024 Plan was built upon the 2022 Plan foundation and continued the well-established process of receiving regular input from community members through bi-monthly facilitated sub-committee meetings as well as community forums. A draft of the 2024 Plan was publicly released in advance of BHSUCOD review and discussion at its March 14, 2024 Special Meeting. Public comment on the Plan was received at this meeting.

Subsequently, a public comment period was established from March 14, 2024 through March 29, 2024. Thirty six individuals and/or entities provided comments with nearly 150 suggestions, recommendations, resources and edits being received. All responses were received, acknowledged and documented.

The program evaluator and FAU researcher conducted a content and thematic analysis. Comments were incorporated into a comment process sheet. It and all public comments received were publicly released in advance of initial review by the Executive Committee at its April 4, 2024 meeting.

Each response was granted equal weight. The analysis found comments fell into the following themes: support for the plan update; broken system, continued siloes; align work with HIV (including syringe services), BH/SUD in the homeless; affordable, attainable housing for substance use disorder and mental health; centralized care coordination and crisis stabilization; and, emphasis on mental health, youth services, prevention and education.

The 2024 Plan also details recommendations by the BHSUCOD's pursuant to its responsibilities related to section 17.42 of the Florida Statutes (2022). In doing so, the BHSUCOD remained mindful that the opioid settlement funds resulting from the Settlement Agreement entered into with the State of Florida were realized due to the malfeasance committed by certain entities within the pharmaceutical industry which resulted in untold loss, death and devastation wreaked upon individuals, families and communities.

The BHSUCOD strongly supports the use of 90% of the settlement funds on addressing the social determinants of health and 10% on acute crisis care. This is in recognition that prior focuses on acute crisis care have not provided long-term results without other supportive services and addressing basic needs. Members stressed that the funds received through the opioid settlement were gathered on the backs of individuals and families who have suffered and continue to suffer. The memories of those lost cannot be forgotten as the County endeavors to move forward from crisis-focused to person-oriented solutions.

The BHSUCOD affirms its position that one overdose death is one overdose death too many and one death by suicide is also one too many. It wishes to see continued reductions, which may never arrive at zero, but believe tracking overdose death rates should not be the singular outcome measure of the County's efforts success. Beyond this measure, the Advisory Committee supports the County's ongoing efforts to measure its initiatives through a recovery capital framework and its ability to capture resilience, health, well-being, social determinants of health and risk factors.

It is in this context that the BHSUCOD places the 2024 Plan recommendations' emphasis which are supported by the evidence developed by the County's own research; national research; and the direction set by the federal Domestic Policy Council, Office of National Drug Control Policy and Substance Abuse and Mental Health Services Direction. The Plan also emphasizes the need to focus, not only on individuals in crisis, but the nearly 37,000 total calls placed to 211 of Palm Beach and Treasure Coast for mental health and addiction assistance in calendar years 2022 and 2023 as well as individuals faced with mental illness and substance use disorder that do not require crisis care.

Members of the BHSUCOD expressed gratitude that the Board of County Commissioners have faith in people with lived experiences to develop a plan and recommendations. They have experienced fragmented systems with many siloes. Their hope is that utilization of research and evidence-based recommendations will mitigate "treat and street" approaches that have failed outcomes and result in dehumanization of individuals with behavioral health and substance use disorders.

The BHSUCOD trusts the Plan 2024 sets a sound course that will build a robust resilience and recovery ecosystem in Palm Beach County. An ecosystem, with its emphasis on social determinants of health, can prevent illness as well as intervene early in its cycle to avoid entrance into crisis care.

The BHSUCOD believes the Plan 2024 is not intended to be viewed through a lens of finality, but rather a reflection on what has been accomplished and a road map for future work. Although substance use disorders were the impetus of starting this work in 2017, the Plan recognizes the need to address all behavioral health needs along a continuum including prevention and education, early intervention, treatment and recovery.

Lastly, the BHSUCOD has confidence that the Plan 2024's recommendations address the infrastructure and person-centered, recovery-oriented care necessary to create a near one hundred percent opportunity for individual's to successfully address their behavioral health and substance use disorder needs.

II. REVIEWING PROGRESS: ONE INITIATIVE, ONE INDICATOR AT A TIME

Significant strides have been made since the Palm Beach County Board of County Commissioners (BCC) adopted its plan, *Opioid Crisis - Palm Beach County's Response (ORP)*, in 2017 and subsequently identified behavioral health and substance use disorders as a strategic priority in 2019. The ORP pointed to the need to create a coordinated response through the designation of a primary entity responsible for the integration of all efforts relative to the epidemic. (See Appendix I for a Comprehensive Opioid Epidemic Timeline)

The ORP also pointed to the need for leadership and guidance from an experienced veteran accustomed to working on solving substance use disorders --- in short, appointing a 'Drug Czar' for the County which the BCC accomplished in April 2018. Since, the appointee has led the Office of Behavioral Health and Substance Use Disorders (OBHSUD) established in the Community Services Department.

The OBHSUD supervises the planning, administration, and county contracting of behavioral health and substance use disorder services in Palm Beach County. It develops policies and manages various initiatives, programs, and funding strategies -- serving as liaison to communicate the County's efforts to the public; local, state, county and federal agencies; and the service provider community.

The OBHSUD is also responsible for facilitating the Palm Beach County Advisory Committee on Behavioral Health, Substance Use and Co-Occurring Disorders and its subcommittees as well as for the development of the Annual Plan Update submitted to the BCC. In this capacity, it has adopted a community wide approach which has been taken with many other valued partners and community members.

Traditionally, mental health services were rarely integrated with substance use disorder. According to reports published in the Journal of American Medical Association roughly 50% of individuals with severe mental disorders are affected by a substance use condition. (Robinson, L., 2018) The University of Chicago also found, in a patient-experience survey conducted across behavioral health provider groups and behavioral health consumer organizations, that 87% of patients of all ages who received mental health or substance use care from a provider felt they needed additional help from a substance use or mental health specialist. (Bowman Foundation, 2023).

Considering this context, the BCC expanded its focus to not only address the opioid epidemic but to include both behavioral health and substance use disorder when it identified such as a strategic priority in 2019, and maintained this priority to date. Also, in 2019 a Behavioral and Substance Use Disorder Cross-departmental team (CDT) of multiple department employees was established to address this priority. The team includes representatives from Youth Services, Employee Assistance Program, Parks and Recreation, Victim Services, Fire Rescue, Medical Examiner's Office, Library, Cooperative Extension, Palm Tran and Community Services.

The CDT fosters leveraging of resources, talent and innovation across all departments. Integration of efforts assures increased access and stewardship of County resources. Chief amongst the BCC's aims is the establishment of a readily accessible, integrated and coordinated person-centered, recovery-oriented system of care (ROSC) for the purpose of improving long-term recovery outcomes and enhancing health and wellness.

The CDT recognizes that addressing behavioral and substance use disorders is a continuum of efforts starting with prevention and early intervention and continuing to treatment and long-term recovery through building of resilience. The CDT last presented to the BCC at a January 30, 2024 Workshop meeting during the County's Office of Management and Budget's (OFMB) budget and strategic planning cross-departmental team presentations. The team highlighted its broad range of services year including Youth Services' free evidence-based and trauma-informed mental health services, Fire Rescue's Mobile Integrated Health teams, and, community education and public awareness events across all of the departments.

OFMB also presented the results of the County's 2023 community resident survey. The survey of 7,291 residents found that 52% said the county's response to substance use and behavioral disorders was fair or poor. Another 21% did not know enough to rate this question. Asked to rank County priorities, 62% said mental health, substance use and behavioral health support ranked a 4 or 5 on a scale of 5 in importance. (Palm Beach County, Resident Survey, 2023).

The ORP also pointed to the need to establish a steering committee to guide the County's efforts The CSD operationalized an Opioid Response Steering Committee in 2019. In 2021, the steering committee was officially renamed the ***Behavioral Health, Substance Use and Co-Occurring Disorder Steering Committee (BHSUCOD)*** in order to better align with the BCC's strategic priority. Steering Committee members volunteered endless hours and brought expertise and passion to approve *The Substance and Mental Disorders Plan Update, March 2022* (2022 Plan) at its March 2022 meeting.

A: Palm Beach County Advisory Committee on Behavioral Health, Substance Use and Co-Occurring Disorders Established

The 2022 Plan recommended the BCC enact an ordinance designating a lead entity granting it leadership, budget, planning and monitoring authority as an overarching high priority. In response, the BCC approved Resolution No. R2022-1340 on November 1, 2022. The Resolution established the Palm Beach County Advisory Committee on Behavioral Health, Substance Use and Co-Occurring Disorders (BHSUCOD) to enhance the County's capacity and effectiveness in formulating comprehensive, integrated, and effective behavioral health, substance use and co-occurring disorders prevention, treatment, support, and recovery policies, as well as to offer recommendations regarding the County's provision of services to the citizens of Palm Beach County. (Palm Beach County Board of County Commissioners Agenda, November 1, 2022)

The Resolution also declared the BCC's expressed approval of a person-centered, recovery-oriented system of care focused on quality of care and long-term recovery outcome improvements. The BCC approved the 2022 Plan on November 15, 2022. It and this plan, *The Substance and Mental Disorders Plan Update, April 2024* (2024 Plan), developed by the BHSUCOD are intended to serve as a roadmap for Palm Beach County to bring to fruition an integrated and coordinated, person-centered, recovery-oriented system of care for anyone with a substance use, behavioral health and/or co-occurring disorder.

The BHSUCOD is comprised of nine at-large members and nine ex-officio members who are individuals with both lived and learned (professional experience) who represent a diverse cross-section of the community. This includes individuals who are parents who have lost their children to accidental overdose, impacted family members, people in recovery, formerly incarcerated individuals, clergy, peer support specialists, doctors, clinicians, first responders, providers, attorneys, law enforcement personnel as well as elected and government representatives. The Resolution outlined that the inaugural membership was to be comprised of the nine individuals who served as members on the BHSCOD Steering Committee at the time the Resolution was approved by the BCC and the three individuals who served as Ex Officio members of that Steering Committee.

BHSUCOD Membership

Public	Ex Officio (Designee)
Sharon Burns-Carter	Florida Department of Health PBC (Natalie Kenton)
Ariana Ciancio	PBC Fire Rescue (Chief Charles Coyle)
Lissa Franklin	PBC Health Care District (Jon Van Arnam)
William Freeman	PBC League of Cities (Hon. Angela Burns)
John Makris	PBC Sheriff's Office (Sandra Sisson)
Barbara Shafer	Palm Health Foundation (Patrick McNamara)
Brent Schillinger, MD	Southeast Florida Behavioral Health Network (Daniel Oria)
Rae Whitely (V. Ch.)	Southeast Florida Recovery Advocates (Maureen Kielian, Ch.)
Austin Wright	State Attorney's Office (Al Johnson)

The 2022 Plan adopted a Mission, Vision, Values and Beliefs statement to inform the County's work which is again affirmed by the BHSUCOD as follows:

1. **Mission:** To ensure access to individualized person-centered, recovery-oriented care and supports through integrated and coordinated services using a "no-wrong door" approach for all Palm Beach County residents in need.

2. **Vision:** To have a fully integrated and coordinated person-centered, recovery-oriented system of care that employs neutral care coordination and recovery as well as peer supports that focus on:

- Individual needs and assessment of each person holistically.
- Evaluation of personal resiliency and risk factors utilizing recovery capital indexing.
- Strength-based, accessible and available services to any person seeking improved outcomes for mental illness, substance use and/or co-occurring disorders.

3. **Values and Beliefs:** A person-centered, recovery-oriented system of care is non-judgmental, caring, trauma-informed and embraces the understanding that each individual's journey to recovery and wellness is unique. Additionally, a "no wrong-door" approach within a recovery oriented system of care:
    - Places high value on collaboration and coordination among governmental and non-governmental organizations to provide appropriate levels of individualized care.
    - Utilizes neutral care-coordination to screen and assess individuals and connect them to appropriate levels and types of care, remove barriers and provide follow-up and coordination of services as appropriate.
    - Uses validated tools that assess needs, levels of care and recovery wellness.
    - Values and respects individuals and meets them where they are, recognizing that substance use disorders and behavioral health disorders are brain-based, frequently intertwined and compromise decision-making abilities.
    - Prioritizes individualized care based on need and considers client voice.
    - Determines placement, supports and services based on assessments instead of based on a particular program's availability and/or for administrative convenience.
    - Presents treatment and service options with appropriate and transparent disclosures related to risks that might be involved with either taking or not taking advantage of any given options, as well as provides information about the risk of not accepting any options for treatment or services.
    - Supports and service options are trauma-informed, strength-based, individualized and supportive of long-term recovery.
    - Recognizes that successful long-term recovery rests in a person-centric system that is inclusive, equitable, and community-based.
    - Utilizes evidence-based practices to the maximum extent possible with a focus on recovery capital, improved recovery outcomes, adverse childhood experiences and trauma informed care.

B. Mental Health within a Resilience and Recovery Ecosystem

As noted earlier, the BCC expanded its focus to address behavioral health to include mental health and substance use disorders more broadly in addition to its initial focus on the opioid epidemic. The development of the Plan has followed an evolution from this more narrow focus to one that is broader. While progress has been made, the Advisory Committee recognizes

that the historic challenge of integration both nationally and locally remains significant and still more work needs to be done.

Mental health challenges can be difficult to define, diagnose, and address, partly because it isn't always clear when an issue is serious enough to warrant intervention. Mental health encompasses our emotional, psychological, and social wellbeing, and is an essential component of overall health according to the U.S Department of Health and Human Services. In its 2023 – 2026 strategic plan, the federal Substance Abuse and Mental Health Services Administration (SAMHSA) declared the United States faces unprecedented mental health and substance use crises among people of all ages and backgrounds with two out of five adults having symptoms of anxiety or depression (SAMHSA, Strategic Plan, 2023).

Even before the COVID-19 pandemic, rates of depression and anxiety were increasing. The grief, trauma, and physical and social isolation related to the COVID-19 pandemic have exacerbated these issues for many. Among adults aged 18 or older in 2021, nearly 58 million people had any mental illness and 14 million people had a serious mental illness in the past year.

SAMHSA reports that despite these tragic numbers, many people are moving toward and achieving recovery. The most recent National Survey on Drug Use and Health (NSDUH) tells a more encouraging story: nearly 39 million who perceived they ever had a problem with their mental health considered themselves in recovery or recovered.

The 2023–2026 SAMHSA Strategic Plan presents a new person-centered mission. SAMHSA received extensive and thoughtful feedback from stakeholders calling for action to improve well-being by heightening the importance of behavioral health integration and focusing on trauma-informed, recovery-oriented, and person-centered care. The strategic plan integrates four overarching guiding principles across all policies and programs to support SAMHSA in achieving its mission and vision: equity, trauma-informed approaches, recovery, commitment to data and evidence.

SAMHSA identifies enhancing access to suicide prevention and mental health services as a strategic priority describing these services as often fragmented such that transitions from one level of care to another are challenging. It aims to lead access to a full continuum of care that provides timely and high quality services to anyone who needs them including, in part, enhancing access to suicide prevention and crisis care as crucial elements of the mental health continuum of care, so that people experiencing suicidal ideation and other behavioral health crises can receive the care they need and want in order to thrive and achieve well-being.

The full mental health continuum outlined by SAMSHA includes mental health promotion and early intervention services, mental health crisis care and suicide, and treatment and recovery support services. The continuum and its identified elements align with Palm Beach County's resilience and recovery ecosystem model and other recovery-oriented system of care modeling developed throughout the nation.

SAMHSA emphasizes that, *"Across the continuum, it is critical to achieve a seamless integration of services for mental health conditions."* This can and will be achieved through the

County's implementation of neutral care coordination. Recovery and improved health and well-being are the goals of mental health care for individuals with a mental health condition. Individuals often take different pathways to engage with behavioral health services and initiate and sustain recovery. Because a mental and/or substance use disorder (SUD) crisis often results from environmental challenges and events, such as trauma, job loss, or financial or interpersonal stressors, addressing these issues is crucial to sustaining recovery. The recovery process is highly personalized, with individuals engaging in a variety of services and supports that may include treatment as well as recovery support services.

SAMHSA states robust, culturally appropriate, and responsive systems will be essential to meeting crisis care needs across the nation. The foundation SAMHSA relies on in the design of crisis services starts with the individual's needs and having planning thinking about these as well as the circumstances, and situation of a person in crisis. Through this whole-population approach, SAMHSA is promote and enhance genuine engagement with persons who have experienced crisis and are living with or are in recovery from mental illnesses or SUDs by developing several initiatives that will improve and serve as a model for state and community systems on consumer engagement in services design and delivery. The incorporation of person-centered, trauma-informed principles will promote engagement and improvements in quality crisis service delivery.

SAMHSA is also advancing bi-directional integration of healthcare services across systems for people with behavioral health conditions. Bi-directional care integration focuses on improving access to and delivering whole-person care. It also includes addressing physical and behavioral health in an integrated system where providers work together to deliver and coordinate care. SAMHSA acknowledges that bi-directional care integration is not a "one-size-fits-all" endeavor.

Specialty behavioral health and primary care settings differ in significant ways, including patient populations, provider expertise and background, resource needs, financing and information technology systems, and primary drivers of care. These differences need to be factored into any integration activities.

Despite these differences, consistently applying a whole-person care approach equitably, no matter the setting, can improve health outcomes for people with behavioral health conditions. Non-specialty healthcare settings, whether emergency departments, hospitals, or primary care, may be the first place for an encounter with an individual in need of behavioral health services.

These encounters represent significant opportunities for screening, diagnosis, and engagement in effective services and supports, not only for physical and behavioral health conditions but also for supports that pay attention to social determinants of health (SDOH). Interventions for behavioral health conditions in primary care especially reach the large population of individuals with less complex or stable mental and SUD.

SAMHSA recognizes the importance of addressing SDOH as key levers to achieving improved outcomes for people with behavioral health conditions. Wraparound services for transportation assistance, case management, and supportive and recovery housing are a few examples of

allowable activities that can be supported with SAMHSA grant funds (SAMHSA, Strategic Plan, 2023).

SAMHSA's person-centered mission is lofty and its push for whole-person care is admirable as are the innumerable initiatives to address mental health at every level of government. Despite these, the pain and frustration for both individuals and families navigating care remains.

This is no more evident than the regular personal and painful testimony received from impacted family members and individuals navigating care in Palm Beach County; leading one National Alliance on Mental Illness (NAMI) Palm Beach County family member to question, "System? What system? There is no system." These are not isolated sentiments and are difficult words to hear. They have been and must continue to be listened to in order to further propel and achieve the County's aim to establish a person-centered, recovery-oriented system of care.

Palm Health Foundation has been a leader in community health initiatives that promote the adoption of healthy lifestyles and tackle the social, economic and environmental factors that impact physical and mental health in Palm Beach County neighborhoods. Core to the Foundation's mission is the belief overall health and wellbeing is intimately connected to the good health of an individual's brain.

As such, the Foundation is leading a movement to advance brain health in Palm Beach County through its charitable funds and community initiatives. More specifically, through its Brain Health and Neuroarts Collaborative Initiatives. The Foundation is also a leading systems change agent and has advanced the work of Dr. Thomas Insel, former Director of the National Institute of Mental Health.

For over a decade at NIMH, Insel directed billions of dollars into research on neuroscience and the genetic underpinnings of mental illnesses. In a March 2022 interview with National Public Radio Insel discussed his book, *Healing: Our Path from Mental Illness to Mental Health*, published that year. Insel stated, "Our efforts were largely to say, 'How can we understand mental disorders as brain disorders, and how can we develop better tools for diagnosis and treatment?'" and admits that the results of that research have largely failed to help Americans struggling with mental illnesses. (Chatterjee, 2022)

"Our science was looking for causes, while the effects of these disorders were playing out with more death and disability, incarceration and homelessness, and increasing frustration and despair for both patients and families," writes Insel. Insel tells of one poignant moment giving a presentation when the father of a 23-year-old son with schizophrenia who'd been hospitalized five times, in jail three times and made two suicide attempts yelled from the back of the room, "Our house is on fire and you're telling me about the chemistry of the paint! What are you doing to put out the fire?"

Insel stated he was initially quite defensive but that there was a part of him that realized that the pain that the father and so many other people were feeling had an urgency to it that our science wasn't addressing. He stated, "This is a crisis of care. This is our failure to be able to provide the things that we already have in hand." It's why Insel left the NIMH he said which led him to

getting more involved with starting a social movement to bring attention to the fact that this house is on fire. (Chatterjee, 2022)

In another interview with Dr. Eric Topol of Medscape's Medicine and the Machine podcast titled, *The Medical Model Doesn't Work for Mental Health*, Insel is asked, "So how can we do better? We've been following a specific model for mental health for the past several decades. Like the medical approach to an infectious disease, it's to define a problem through a diagnosis and provide medication to fix it. This hasn't worked as well for people with mental illness as it has for people with infectious diseases. (Topol, 2022)

Insel states an alternative to this is a recovery model that is a radical alternative that focuses not only on the relief of symptoms, but also helping someone build a life through what he models as the three P's: people, place, and purpose. These mean finding people for support, having a place or sanctuary to heal, and discovering a purpose or mission. Each of these is essential for building a life after, for example, a psychotic episode, a severe depression, or a bout of anorexia nervosa.

Insel also states mental illnesses need to be addressed with the same rigor, standards, and reimbursement we use for any serious medical problem, however, we can't address this as another medical problem. He added, the solutions must include people, place, and purpose and the focus needs to be on fixing the social safety net so mental illness is no longer criminalized mental illness and people with serious mental illness don't die homeless and neglected. (Topol, 2022)

Insel concluded in a Business Trip interview focused on exploring the future of mental health and wellness that the three P's are not focused on in the current care system, and they are not paid for with insurance. He discussed adding a 4th "P": Payment, and states, "We have to figure out how to pay for this." (Kubin, 2023)

SAMHSA indicates that together components such as these, when person-centered and coordinated with other services, can address the goal of serving anyone, at any time, from anywhere across the country. SAMHSA notes to help achieve this goal, on July 16, 2022, the National Suicide Prevention Lifeline transitioned to the 988 Suicide and Crisis Lifeline and became effective as a result of enactment of The National Suicide Hotline Designation Act of 2020 which designated 9-8-8 as the universal telephone number for suicide prevention and mental health crisis (SAMHSA, Strategic Plan, 2023).

In its 2022 Annual Report, the Florida Suicide Prevention Coordinating Council reported the transition to 988 requires states to identify funding streams to build and sustain crisis response infrastructure and that the 1-800-273-8255 remains operational in addition to 988, calling either number will route an individual to an accredited Lifeline Member center. The Council also reported Florida has one of the most complicated networks of Lifeline centers with 13 local call centers comprising the Lifeline Network. A routing algorithm directs calls to a Lifeline center based on designated county coverage area in a tiered format. If one local Lifeline center is unable to answer, calls are re-routed to a second Lifeline center in the state that provides backup services. If neither in-state center can answer, the call is routed into a third tier of support, Lifeline's national-level backup network. (Florida Department of Children and Families, 2023)

211 Palm Beach and Treasure Coast is the regional responder for the 988 Lifeline for Palm Beach County. In 2023, 211 reported 17,311 calls seeking assistance for mental health or substance use disorders (including 721 suicide related calls) representing 32.95%% of all its calls. In 2022, 211 reported 20,534 calls seeking assistance for mental health or substance use disorders (including 801 suicide related calls) representing 27.01% of all its calls. (211 of Palm Beach and Treasure Coast, 2024)

In 2021, the Florida Department of Health in Palm Beach County (DOH-PBC) and the Health Care District of Palm Beach County (HCD) enlisted the Health Council of Southeast Florida (HCSEF) to facilitate a comprehensive Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP). As part of this process, the Palm Beach County Community Health Advisory Council (Advisory Council), comprised of a diverse group of local public health system partners and stakeholders, was also engaged to inform and guide CHA and CHIP development (Florida Department of Health in Palm Beach County and the Health Care District of Palm Beach County, 2023).

From January 2022 through June 2022, the Advisory Council convened to: 1) discuss the gaps in services and challenges facing Palm Beach County residents, based on the quantitative and qualitative CHA findings, 2) share their perspectives and experiences as local public health system representatives, and 3) develop a plan to address those needs. The Palm Beach County CHIP aims to address public health priorities by identifying which community partners and stakeholders will work on each priority area and how their individual organizations will support improving progress towards activities and health improvement strategies in Palm Beach County. The 2022 – 2027 Palm Beach County CHIP strategic priority areas are as follows: Chronic Disease Prevention and Self-Management; Mental and Behavioral Health; and, Access and Linkages to Health and Human Services.

The CHIP reports in 2019, approximately 9.2% of adults in Palm Beach County reported having poor mental health on over 14 days of the past 30 days, and this proportion was higher among White (10.7%) and Black (9.6%) residents. Furthermore, the rate of age-adjusted suicide deaths in the county was 13.9 per 100,000 population. This rate was 2.6 times higher among White residents compared to their Black counterparts, and 2.2 times higher among non-Hispanic residents compared to their Hispanic counterparts.

The CHIP found poor mental health increases one's risk for engaging in substance misuse. Moreover, it found poor mental health and heavy substance use increases the risk of an individual engaging in abusive behaviors, but that the cycle does not end there. According to the CHIP, evidence shows that the mental anguish that domestic and intimate partner violence survivors experience causes some to cope through substance use. Widely, research has found that substance use plays a pivotal role in violent and abusive behaviors, and always worsens patterns of abuse. In Palm Beach County, the rate of domestic violence offenses was 296.5 per 100,000 population in 2020. Of growing concern, human trafficking, which intersects in many ways with domestic violence, poor mental health, and substance use, has also exponentially increased.

Thus, the Advisory Council selected Mental and Behavioral Health as a top priority due to the great impact on the overall wellbeing of an individual and their community. The following shows the goals, objectives, strategies, and activities that will provide direction for the community health improvement planning efforts in the community for this priority area. The Plan also includes best practices, evidence supported initiatives, and currently available community resources specific to this priority area.

Goal 1: Reduce the prevalence of mental and emotional disorders.

Strategy: Promote and offer resources to enhance education and awareness of mental and emotional disorders, such as MHFA training, support groups, and community newsletters.

Strategy: Promote behavioral health integration into primary care.

Goal 2: Reduce the burden of mental and emotional disorders.

Strategy: Develop and distribute resources for the medical community to encourage and enhance early diagnosis and linkages to care.

Goal 3: Reduce the prevalence of substance use disorders and drug overdoses.

Strategy: Promote resources for support system members, community members, and those engaging in substance use to enhance community conversations around behavioral health and link residents to needed resources.

Goal 4: Reduce the burden of substance use disorders and drug overdoses.

Strategy: Increase partnerships and training related to drug misuse across the community and healthcare system.

Goal 5: Reduce the prevalence of domestic violence and human trafficking throughout Palm Beach County.

Strategy: Increase partner participation on coalitions involved in addressing human trafficking in Palm Beach County.

The CHIP identifies the following Mental and Behavioral Health – Best Practices and Evidence-Supported Initiatives: Behavioral Health Primary Care Integration; Mental Health Benefits Legislation; Extracurricular Activities for Social Engagement; Mental Health First Aid; and, Trauma-Informed Health Care (Florida Department of Health in Palm Beach County and the Health Care District of Palm Beach County. 2023)

C: Building Youth Resilience: Palm Beach County's Youth-oriented Efforts

At the same time as multiple efforts were underway to address the substance use crisis that Palm Beach County faced there has been a recognition of a crisis in mental health for young people. The need to address education and early intervention is well documented in research on Adverse Childhood Experiences (ACEs) and more recently factoring in Adverse Community Environments.

Resiliency building experiences for individuals are essential to addressing mental health needs. Multiple community efforts are underway with partnerships including Palm Beach County Youth Services, Children's Services Council of Palm Beach County, Palm Beach County School District, United Way of Palm Beach County, BeWell PBC and several other community partners.

Birth to 22: United for Brighter Futures

Just as is the case in the adult space, collaboration of partners is key to addressing behavioral and substance use disorders for youth. After the tragic shooting of children by a person with a mental health disorder at Sandy Hook elementary, County, school district, judicial and Children's Services leaders saw the need to collaborate for an effective system of care for children. An infant, child, youth and young adult symposium was held and the eventual outcome was the creation of Birth to 22: United for Brighter Futures and the adoption of a youth Master Plan called "Strengthening the Steps to Success."

That Plan prioritized the creation of a trauma sensitive community. The Plan is currently being updated after a great deal of community input, most importantly from youth. Mental Health was identified as the most pressing need along with social determinants of health such as education and economic access.

Youth Services Department and Sanctuary Certification

The Board of County Commissioners established the Youth Services Department (YSD) in FY 2015. The residential treatment and family counseling division (RTFC) provided direct mental health services to children and families in schools, on an out-patient basis and in the High Ridge Family Center which is a residential facility for youth 11 to 16. In addition, YSD has an American Psychologist Association (APA) training program for psychologists.

Recognizing the long term effects of ACEs and trauma on young people and the need to address generational trauma, YSD sought to implement a model of trauma-informed care period.

The Palm Beach County Youth Services Department (YSD) was certified in September of 2022 in the Sanctuary Model of Trauma-Informed Care by the Andrus Sanctuary Institute. It is the fourth government agency in the nation, and first in the State of Florida to receive this certification.

The Sanctuary Model is a blueprint for clinical and organizational change. The trauma-informed model promotes an environment emphasizing the seven commitments of nonviolence, emotional intelligence, social learning, open communication, social responsibility, democracy, and growth and change. The certification symbolizes the YSD's commitment to providing a higher level of care, a trauma-sensitive environment for the clients and community served, and a better work environment for employees. The implementation of the model also increases measurable levels of hope, safety, trust, emotional intelligence, and problem-solving skills in both staff and clients.

YSD has also demonstrated a 30-year long commitment to providing mental health services to youth and families of Palm Beach County through the Residential Treatment and Family Counseling (RTFC) Division. YSD is able to offer free trauma informed outpatient therapy

services throughout the County at five different office locations for families with youth ages 0-22.

The Youth and Family Counseling program within YSD also has 7 therapists who are assigned to 14 different schools and provide on-site therapy services to the students at the schools. Additionally, the Education and Training Center location offers the evidence based treatment of Parent Child Interaction Therapy (PCIT) which has been very successful with behaviorally challenged youth between the ages of 2-7.

Additionally, comprehensive psychological assessments are provided at no cost to YSD clients and participants in a Community Based Agency funded by YSD. These psychological assessments can cost up to $3000 in the private sector. The assessments provide vital information regarding social, emotional and intellectual functioning to aid with school accommodations and treatment planning to help youth address academic and mental health concerns in order to reach their full potential.

For youth ages 11-16 years of age who need more than once per week outpatient therapy, but are not in need of psychiatric hospitalization or inpatient substance use treatment, YSD offers the Highridge Family Center program. Highridge Family Center is a Monday through Friday trauma informed residential program that focuses on helping youth who are struggling at home, school, and in their community (peers). Youth attend a Palm Beach County on-site school where their grades are transferred in when they arrive and transferred out to their school when they leave. Intensive group, individual and family therapies are provided throughout the 3-4 month stay. Youth go home each weekend so that they and their families can practice their newly learned coping and communication skills.

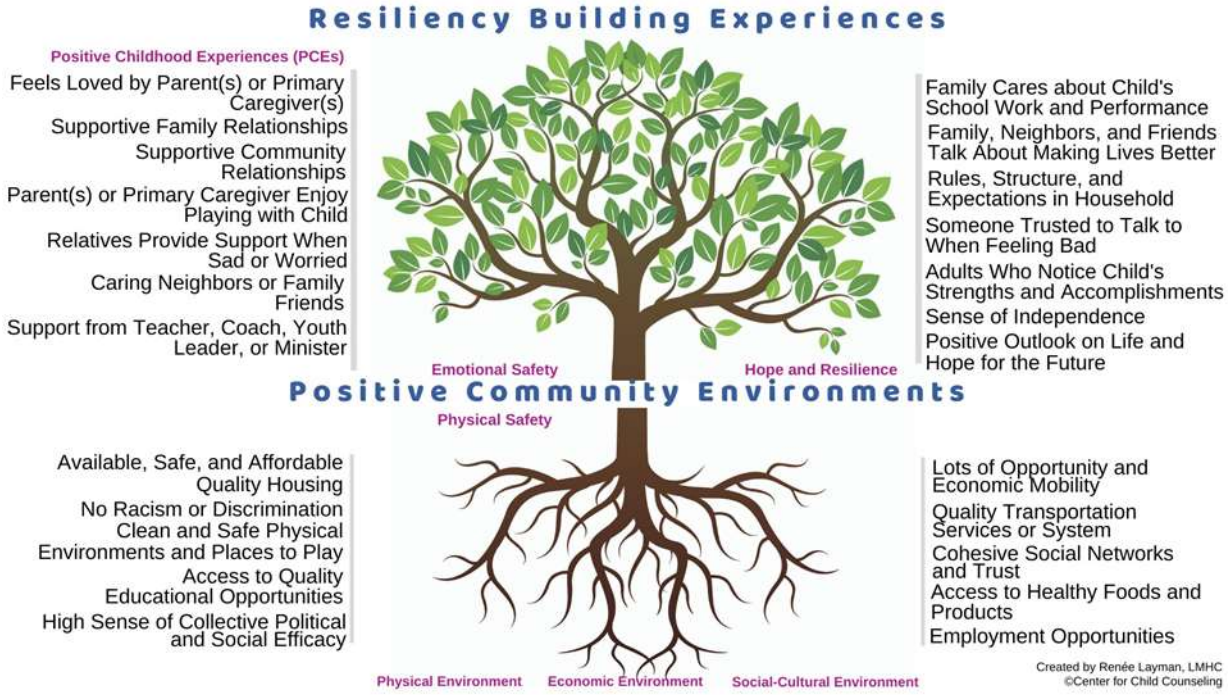
YSD also offers the Family Violence Intervention Program (FVIP) where first time offenders with a domestic violence charge are able to be diverted to appropriate treatment programs based on their needs. YSD programs are considered a diversion program and for those youth who successfully complete the program, their charges are dropped.

The YSD also works closely with Community Based Organizations to provide programming and services to children and families throughout Palm Beach County. This is part of a broader collective impact initiative known as Birth to 22: United for Brighter Futures which incorporates six action areas, including health and wellness, ensuring safety and justice, social emotional learning supports, and parenting and role models.

Community Based Agencies (CBAs) are organizations that receive funding from the Palm Beach County Board of County Commissioners through its Youth Services Department. Each organization that receives YSD funding supports programs that fill service gaps as indicated by the Birth to 22 Youth Master Plan (YMP) for Palm Beach County. In FY2024, YSD supported the following agencies which provide mental health services through funding from the BCC:

- Children's Case Management Organization, Inc. (dba Families First of Palm Beach County)

- Community Child Care Center of Delray Beach, Inc. (dba Achievement Centers for Children & Families)
- Center for Child Counseling, Inc.
- Compass, Inc.
- Pace Center for Girls, Inc.
- Children of Inmates, Inc.
- Boys and Girls Clubs of Palm Beach County, Inc.
- Milagro Foundation, Inc.



Children's Services Council

The Children's Services Council (CSC) is one of two backbone agencies of Birth to 22 along with the PBC YSD. CSC funds a continuum of services aimed at promoting social-emotional well-being and mental health for children and families, targeting the pre-natal early childhood years. This continuum encompasses universal prevention programs through targeted intervention services addressing trauma, toxic stress, and parent-child attachment concerns. The Council's commitment extends beyond simply funding the services to also include the continued development of workforce capacity and expertise of the providers delivering the services and ensuring fidelity to the various program models.

CSC's four goals are that all our children are:

- Born healthy
- Safe from abuse and neglect
- Ready for kindergarten
- Able to access quality afterschool and summer programming

The Council strategically focuses its investments in programs and services that support the physical, social-emotional and psychological development of children. It contracts with 43 agencies to provide direct services. Programs funded for the 2023-2024 fiscal year total $119,130,254 in the following categories:

Healthy Beginnings: Providing comprehensive integrated services to pregnant women, infants, young children and their families so more children are born healthy, grow up safe and are ready for school.

Quality Child Care: Providing increased access to quality early care and education so children are ready for school, and access to quality afterschool and summer programs so children are safe, reading on grade level and avoid summer learning loss.

BRIDGES: Connecting the child, family and neighborhood to the community at-large to ensure that children are healthy, safe, ready for school and on grade level at the end of third grade.

Initiatives: Giving children and families access to fundamental tools for success early in life so more children grow up healthy, safe and strong and our community thrives (Children's Services Council Palm Beach County, Types of Funding).

RALLY for Youth Mental Health

In response to the youth mental health crisis, BeWellPBC and partners developed the RALLY – Rapid Action Learning Leaders for Youth - a multi-channel, countywide approach to build and leverage capacity among a wide range of supports —youth peers, parents, schools, faith communities, neighborhood and grassroots initiatives, behavioral health agencies, etc.— in order to fill the gaps left wide open by a behavioral health profession shortage and disparities in access to care, and move beyond status quo methods and treatments to a vital conditions/equity approach for the complex challenges facing youth today.

With focus on youth ages 12-19 and their families, the RALLY became a data-driven, decision-making process to get people beyond talking about needs to taking action to solve problems through a collective and continuous effort to act, test, learn, and adapt. The original RALLY event on August 22, 2023, was an in-person gathering that hosted 96 Palm Beach County residents of all ages, community leaders, behavioral health professionals, funders, and system leaders to set priorities, identify existing supports and new concepts to tackle youth mental health, and move ideas to action with new relationships forming and capital dedicated to the cause. Post-RALLY, community and systems activated plans to deploy short-term and long-term solutions, and partners across the county worked together to bring solutions to fruition.

Behavioral Health Technician Allied Health (Medical Academy) Program

In March 2022, The State Board of Education approved the Behavioral Health Technician Program, a first-of-its-kind secondary curriculum created and designed by The School District of Palm Beach County and offered statewide, to prepare high school students for employment immediately after graduation and set them on a path to lifelong careers. Long-term, the program

aims to create a diverse and inclusive workforce pipeline and address the critical behavioral health professional shortage.

The Behavioral Health-Focused School Project Team that came together to develop the program was led by BeWellPBC and the School District of Palm Beach County's Choice and Career Options and Behavioral and Mental Health Departments, and included Palm Beach County Youth Services Department, CareerSource Palm Beach County, United Way of Palm Beach County and several other partners locally. Before creating the curriculum and with intent to utilize feedback from students and teachers, the project team conducted a two-year pilot from 2019-2021 comprised of 350 juniors and seniors and their teachers from five PBC high schools with high diversity and inclusion populations.

The state-approved course is designed for high school medical academies where juniors and seniors can choose to take the specialized curriculum once they have completed their general medical prerequisites. The course provides an integrated cross-trained foundation and practical experience in behavioral and social sciences and was designed to provide the learning and experience necessary to pass the Behavioral Health Technician Certification by the Florida Certification Board. Now, BeWellPBC and behavioral health providers are working alongside The School District to provide co-instruction in the classroom and internships in the field for high schoolers in the programs to gain firsthand experience.

Surgeon General: Protecting Youth Mental Health

United States Surgeon General Vivek H. Murthy declared in the U.S Surgeon General's Advisory, *Protecting Youth Mental Health*, (Advisory) that, "the challenges today's generation of young people face are unprecedented and uniquely hard to navigate. And the effect these challenges have had on their mental health is devastating." This was true before the COVID-19 pandemic he said, but, "(This) era's unfathomable number of deaths, pervasive sense of fear, economic instability, and forced physical distancing from loved ones, friends, and communities have exacerbated the unprecedented stresses young people already faced" (The U.S. Surgeon General, Advisory, 2021).

While appealing in the post COVID-19 period to the unprecedented opportunity as a country to rebuild in a way that refocuses and puts people first as well as strengthens connections to each other, Murthy states, "… this isn't an issue we can fix overnight or with a single prescription. Ensuring healthy children and families will take an all-of society effort, including policy, institutional, and individual changes in how we view and prioritize mental health." The Advisory offers recommendations for supporting the mental health of children, adolescents, and young adults but recognizes that applicability of these to individuals who have varying degrees of control over their circumstances. That is why, the Advisory emphasized, "systemic change is essential."

Mental health challenges can be difficult to define, diagnose, and address, partly because it isn't always clear when an issue is serious enough to warrant intervention. Mental health encompasses our emotional, psychological, and social wellbeing, and is an essential component of overall health according to the U.S Department of Health and Human Services. The 1999 Surgeon

General's Report on Mental Health also described it as the "springboard of thinking and communication skills, learning, emotional growth, resilience and self-esteem."

The Advisory describes youth mental health as being shaped by biological factors including genes and brain chemistry, and environmental factors, including life experiences. They can also be interrelated, making it difficult to isolate unique "causes" of mental health challenges. A longer, but not comprehensive, list of factors identified by the Surgeon General in shaping youth mental health include:

- **Society** - Social and economical inequalities, discrimination, racism, migration, media and technology, popular culture, government policies
- **Environment** - Neighborhood safety, access to green spaces, healthy food, housing, health care, pollution, natural disasters, climate change
- **Community** - Relationships with peers, teachers, and mentors; faith community; school climate, academic pressure, community support
- **Family** - Relationships with parents, caregivers, and siblings; family mental health; financial stability; domestic violence; trauma
- **Individual** - Age, genetics, race, ethnicity, gender, sexual orientation, disability, beliefs, knowledge, attitude and coping skills.

Environmental factors also include adverse childhood experiences (ACEs) such as abuse, neglect, exposure to community violence, and living in under-resourced or racially segregated neighborhoods. ACEs can undermine a child's sense of safety, stability, bonding, and wellbeing. Moreover, ACEs may lead to the development of toxic stress. Toxic stress can cause long lasting changes, including disrupting brain development and increasing the risk for mental health conditions and other health problems such as obesity, heart disease, and diabetes, both during and beyond childhood as well as for future generations.

The Advisory not only emphasizes, "systemic change is essential," but so is a whole-of-society effort to address longstanding challenges, strengthen the resilience of young people, support their families and communities, and mitigate the pandemic's mental health impacts. The action steps that are identified as musts to be taken by the Surgeon General are:

- Recognize that mental health is an essential part of overall health.
- Empower youth and their families to recognize, manage, and learn from difficult emotions.
- Ensure that every child has access to high-quality, affordable, and culturally competent mental health care.
- Support the mental health of children and youth in educational, community, and childcare settings.
- Address the economic and social barriers that contribute to poor mental health for young people, families, and caregivers.
- Increase timely data collection and research to identify and respond to youth mental health needs more rapidly.

The Advisory lays out a series of additional action steps to take but recognizes, youth mental health challenges cannot be addressed solely by the efforts of youth, their families, local communities, and private organizations. In addition, all levels of government have a role to play. Wherein through the implementation of the following recommendations would mark an enormous step forward in supporting youth and their families:

- Address the economic and social barriers that contribute to poor mental health for young people, families, and caregivers.
- Take action to ensure safe experiences online for children and young people.
- Ensure all children and youth have comprehensive and affordable coverage for mental health care.
- Support integration of screening and treatment into primary care.
- Provide resources and technical assistance to strengthen school-based mental health programs.
- Invest in prevention programs, such as evidence-based social and emotional learning.
- Expand the use of telehealth for mental health challenges.
- Expand and support the mental health workforce.
- Expand and strengthen suicide prevention and mental health crisis services.
- Improve coordination across all levels of government to address youth mental health needs.
- Support continued reduction in biases, discrimination, and stigma related to mental health.
- Support the mental health needs of youth involved in the juvenile justice system.
- Support the mental health needs of youth involved in the child welfare system (The U.S. Surgeon General, Advisory, 2021).

Youth Surveys

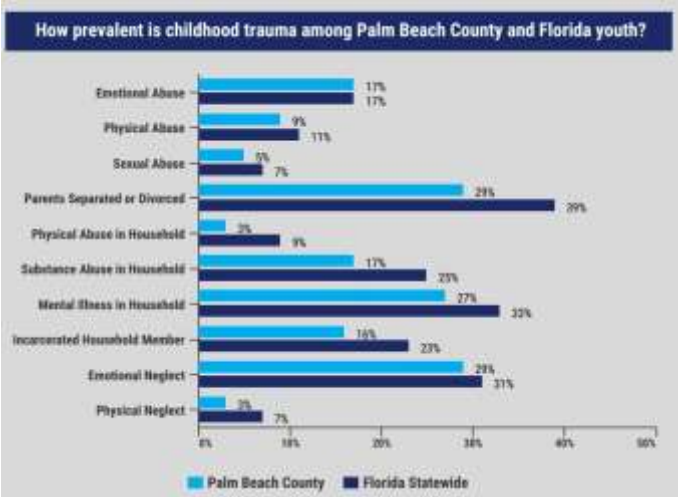
Florida Youth Surveys (FYS) are four statewide, school-based surveys conducted by the Florida Department of Children and Families in partnership with the Departments of Health, Education and Juvenile Justice. These surveys include the Youth Substance Abuse Survey (FYSAS), Youth Tobacco Survey (FYTS), High School Youth Risk Behavior Survey (HS-YRBS), and, Middle School Youth Risk Behavior Survey (MS-YRBS) (The Florida Department of Children and Families and the Executive Office of the Governor, 2022).

The FYSAS tracks indicators assessing risk and protective factors for substance abuse, in addition to substance abuse prevalence. The FYTS tracks indicators of tobacco use and exposure to secondhand smoke among Florida public middle and high school students and provides data for monitoring and evaluating tobacco use among youth. Both Surveys collect data at the state level each year, and it is collected at the county level every other year.

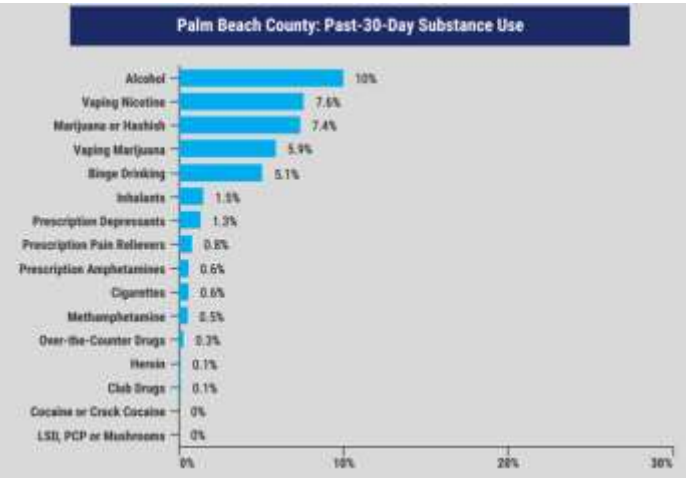
The YRBS surveys track indicators of behaviors that contribute to unintentional injuries and violence, sexual behaviors, substance use, tobacco use, physical activity, and dietary behaviors. Both surveys collect data at the state level in public and charter high schools during odd-numbered years.

The FYSAS is one of the first large-scale youth data collection efforts to include a comprehensive set of ACE questions. The high school version of the survey measures 10 areas of childhood trauma with known links to health and behavior. Exposure to four or more ACEs is considered a high level of trauma.

The 2022 FYSAS Palm Beach County report found 15.2% of Palm Beach County high school students have been exposed to at least four ACEs compared to 21.4% statewide. The 2022 FYTS Palm Beach County report found 9.4% of middle and high school students did something to purposely hurt themselves without wanting to die in the past year compared to 13.9% statewide.



The reports found Palm Beach County to be in the first quartile for these measures. This means that relative to other counties in Florida, the situation occurs more often in about three quarters of the counties. This may be attributable to the investment in youth mental health in Palm Beach County.



The final 2022 Palm Beach County FYSAS sample included 430 middle school students and 352 high school students, yielding a maximum margin of error of +/- 4.9 percentage points for the overall sample.

The graph shows past-30-day substance use prevalence rates for the combined sample of middle school and high school students.

Past-30-day prevalence (whether a student has used a substance on one or more occasions within the past month) is the standard indicator of current use (The Florida Department of Children and Families and the Executive Office of the Governor, 2022).

On November 8, 2023 Palm Beach County voters approved County Ballot Question #2 which gave the Palm Beach County School Board continued authority to levy 1.00 mills of ad valorem millage for a variety of operational needs including mental health services. The referendum was originally introduced after the Marjory Stoneman Douglas Public Safety Act was passed in 2018.

Passage allows for funds for a mental health professional in every school such as school counselors, social workers, and psychologists. The 2024 School Board budget appropriates $87 million for this purpose (Raub, 2022).

Southeast Florida Behavioral Health Network appropriated $1,959,975 in Palm Beach County Primary Prevention Youth Funding for state fiscal year 2022-23. Funds were contracted with Drug Abuse Treatment Association (DATA) and Hanley Foundation.

DATA runs multiple behavioral health programs and services for youth and families that focus on reducing risk factors generally associated with the progression of substance use and mental health problems. Project SUCCESS is located in more than 21 middle schools and high schools in Palm Beach County and along the Treasure Coast. Services include a universal prevention education series, individual and group counseling, parenting programs, and referral services.

As part of the Marjory Stoneman Douglas High School Public Safety Act passed in 2018, DATA's School Based Behavioral Health Program places behavioral health therapists in 15 Palm Beach County schools on a daily basis. Its intervention services are provided to youth at more than 18 local high schools and middle schools. Services include the identification of youth at risk through individual assessment; individual psychosocial assessment; short-term individual, family and group counseling; and referral to appropriate services for youth who need more intensive care. (Drug Abuse Treatment Association, School Based Programs).

Hanley Foundation provides twelve distinct prevention programs across the age continuum, with particular focus on Palm Beach County middle and high-school students. With this age group, programming is designed to extend the age of first use by utilizing the teenage need for self-discovery and validation — educating teens about the actual effects of drugs and alcohol and correcting misconceptions. In addition to Palm Beach County, the Foundation delivers programming across 3 of Florida's 67 counties impacting the lives of some 75,000 students, parents, and caregivers in 2022 (Hanley Foundation, Prevention).

D: Network of Recovery Community Centers and Organizations Expanded

In May 2023, the BCC approved a contract in the amount of 1.25 million dollars with the Palm Beach County Behavioral Health Coalition which operates as the fiscal agent for the county-wide Recovery Community Organization (RCO), the Recovery Community Hub of Palm Beach County, to expand the County's network of recovery community centers (RCC) and allied local RCOs. The Recovery Community Hub of Palm Beach County (Hub), Delray Beach opened in May 2021 and the Hub of Lake Worth Beach hosted a ribbon cutting ceremony and began services in September 2023.

The planned expansion includes establishing Hubs in Riviera Beach and Belle Glade with locally run RCO's and centers expected to be fully operational in fall 2024. Additionally, the expansion plans include the establishment of the aforementioned countywide RCO which facilitates the local RCO development process, provide ongoing technical and administrative assistance to the network, and conduct public awareness, training and education activities. To date, the

countywide RCO is fully operational, sites have been leased with renovation and local RCO development activities are underway.



The network of RCOs and RCCs is a critical underpinning to achieving the BCC's goal of establishing a readily accessible, integrated and coordinated person-centered, recovery-oriented system of care. They are also consistent with the 2022 Plan's recommendation to implement recovery supports to ease transitions and continuity of care, remove barriers and improve long-term recovery outcomes.

In calendar year 2023, the Hubs in Delray Beach and Lake Worth Beach engaged a total of 3,016 individuals in their services. Nine hundred sixty five (965) individuals received peer support services; 1,200 individuals participated in education and training events; and, 291 in social events.

RCCs are intended to be recovery hubs facilitating "one-stop shopping" in the accrual of recovery capital and provide strong, recovery-specific, social support. They may include, but not be limited to: housing, transportation, education and vocational services, mental health/substance use disorder services, medical care linkages (including HIV services) financial and budget counseling, legal and advocacy services, prevention for children and adolescents, and parenting and family services.



RCCs have been found to be of particular help to those more vulnerable individuals beginning recovery from substance use disorder who have few resources and low recovery capital. That said, they offer value to many others in the early years of recovery stabilization and beyond. They have also been found to provide a unique function in helping participants build recovery capital and thereby increase their quality of life, self-esteem, and decrease their psychological distress. (Kelly, 2020)

The BCC approved a contract in May 2023 enabling the CSD to partner with Florida Atlantic University School of Social Work and Criminal Justice (FAU) to perform a program research evaluation of the County's existing RCOs and RCCs and organizational development processes for the new locations. The research evaluation is examining the long-term recovery outcomes of the participants who interface with the RCO/RCC by evaluating levels of engagement and recovery outcomes with a report expected to be completed in December 2024.

The School's research team is led by Dr. Heather Howard whose research focuses on community engagement as the basis for the data collection and analysis methods she utilizes. Her primary area of research is centered on trauma-informed care for women, particularly in substance use and health care from an empowerment lens. Howard also has over 25 years of clinical experience in social work in healthcare with clinical expertise in the treatment of grief and loss, trauma, and substance use disorders.

E: Comprehensive Opioid, Stimulant, and Substance Use Program Demonstrated Effective

FAU is also a research partner in Palm Beach County's Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) charged with its evaluation. COSSUP was the recipient of a 2023 National Association of Counties Achievement Award in the Criminal Justice and Public Safety Category. COSSUP is funded by a federal Department of Justice $1.2 million grant which as of October 1, 2023 entered into its fifth and final year. COSSUP was operationalized in October 2020 by contract with the Southeast Florida Behavioral Health Network (SEFBHN) and Rebel Recovery as the service provider which outreaches to reentry services, the courts, providers and the community as a means to engage program participants.

COSSUP's aim is to reduce overdose deaths, promote public safety, and support access to treatment and recovery services in the criminal justice system. COSSUP's primary focus is on achieving housing stability for criminal justice involvement individuals at high risk of overdose, given its key predictive value in achieving long-term recovery outcomes. It expedites recovery support services and provides housing vouchers, care coordination and flex fund support.

> COSSAP has helped me enormously. Taken a huge weight off my shoulders and help me be able to figure things out and not be rushed into an environment where every dollar that I earn has to be paid towards rent. Helped me to save money and be able to figure out the next step in my life faster and better. Helped me be able to stay level headed.
>
> Bob, COSSUP participant, 2021

The aim of the evaluation is, through a recovery capital framework, to determine the impact of social capital, housing stability and a recovery-oriented system of care on individuals' outcomes of personal capital, rearrests and housing stability at 90 days for persons with justice involvement and substance use histories. To date, the research team produced two reports: COSSUP Reports, 2021-22 and 2022-23. Two peer-reviewed articles were also published wherein CSD Office of Behavioral Health and Substance Use Disorder staff were co-authors. (See *"Now I Have My Own Key": The Impact of Housing Stability on Recovery and Recidivism Reduction Using a Recovery Capital Framework (*Howard, 2023).

The research team found the COSSUP model was an effective strategy on building personal capital, housing stability, and recidivism reduction for justice-involved persons. In fact, of the 97 program participants only 14 experienced a rearrest (14 %). Of the 14 % (n = 14) that had a rearrest, 12 participants had a new charge whereas the others were based on technicalities (Howard, 2023).

The research team found recruiting recovery residences to participate in the Recovery Housing Provider Network proved difficult. This was true despite a 26 week resident housing voucher which met market rate and participant requirements that did not exceed Florida Association of Recovery Residences (FARR) certification standards or applicable federal law. FAU researchers indicated these realities and the project's findings bolstered the need to develop transitional housing capacity incorporating the project's programmatic interventions and affordable housing capacity given housing stability's predictive value in building recovery capital and improving long-term recovery outcomes.

In its storied history, the field of substance use disorder treatment has been unable to isolate certain interventions in an individual's care that would, with confidence, build recovery capital and create meaningful opportunities to achieve long-term recovery. The research team concluded the strong predictive relationships between identified recovery capital indicators and outcomes, including the reduction in criminal justice recidivism, have far reaching implications on how substance use disorder will be addressed in the future. Specifically, through operationalizing recovery capital and studying its relationships to outcomes, true person-centered, recovery-oriented care will not just be a theory, but can be provided through individualized recovery planning.

These findings are mirrored in research conducted by the University of Iowa, Carver College of Medicine. Its research team investigated whether participation in an addiction medicine clinic with active case management led to improvements in patients' recovery capital and whether there were associated changes in criminal activity and co-occurring methamphetamine or alcohol use. (Bormann, 2023).

The Recovery Research Institute at Harvard Medical School Teaching Hospital noted in its review of the study, *Recovery Capital Correlates With Less Methamphetamine Use and Crime in the Community,* that individuals with greater recovery capital – the acquisition and/or use of available resources that can be accessed to support the initiation and maintenance of recovery from substance use disorder – report improved recovery outcomes over time.

The Institute noted the period following reentry post-incarceration is a vulnerable time for individuals with opioid and methamphetamine use disorder and is associated with higher likelihood of return to use and recidivism. The Institute also noted incarceration often systematically removes access to recovery capital, bolstering the importance of building recovery capital upon community reentry among formerly incarcerated people (Recovery Research Institute, 2023).

In the study, researchers found that recovery capital increased on average among formerly incarcerated people engaged in an addiction medicine clinic, and that increased recovery capital was associated with 60-75% reduced likelihood of alcohol and methamphetamine use and criminal. Reductions in methamphetamine use was particularly significant considering that there

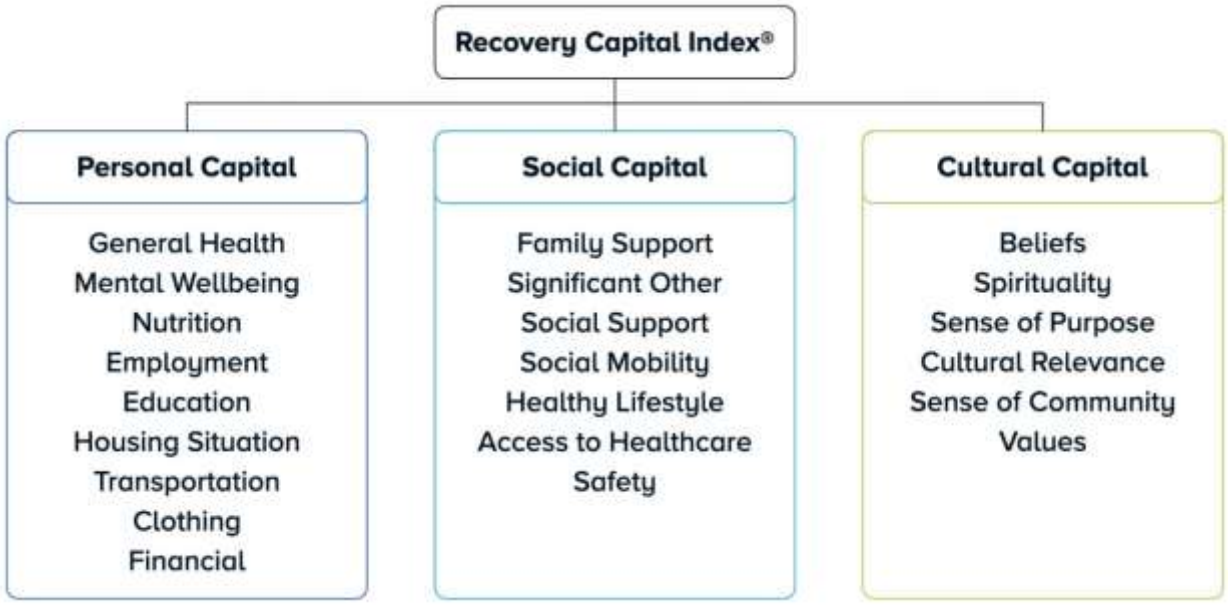
are currently no FDA approved medications for methamphetamine use disorder. (Bormann, 2023).

F: Recovery Capital: Integrating and Measuring Resilience and Risk

The measurement for assessing and enhancing recovery capital utilized by the FAU research team was the Recovery Capital Index (RCI) to support long-term recovery for justice-involved persons. The CSD deployed RCI in 2019 through its provider network which is key to measuring the system of care's success.

RCI is a peer-reviewed, validated assessment tool that accurately described the individual's current state of recovery. (Whitesock, 2018) Nationally, CSD has been at the forefront of deploying RCI and analyzing the data to inform its decision-making processes which has been memorialized in a Partner Story published in collaboration with Commonly Well, RCI's architect (Commonly Well, 2024)

The RCI provides a comprehensive picture of a person's whole well-being using an automated self-survey that allows for a personalized approach to care. RCI is person-centered and scientifically validated to reliably measure overall wellness regardless of treatment modality, recovery pathway, or substance of choice. It measures health and wellness using three domains (social, personal and cultural) and twenty-two components. The components provide a comprehensive baseline and, over time, allows for tracking of individual progress and tailored support as well as intervention effectiveness.



RCI was originally developed under the early associations of recovery capital and substance use disorder. Unlike other recovery capital assessments, the RCI is not substance focused. It does not include questions

asking about a person's use or non-use of substances, nor does it take into direct account of a person's use or non-use of specific recovery support services.

Instead, the RCI is based upon the broader notion of recovery as defined by SAMSHA. Eleven of the 68 items are sourced from the World Health Organizations Quality of Life questionnaire. Further, throughout its development, the RCI was applied and widely used in a peer coaching program for family members and loved ones of people struggling with SUD. For that reason, an alternative version named the Resilience Capital Index was developed. In the resilience version, any reference to "recovery" is removed and replaced with notions of life improvement, wellness, and well-being.

Commonly Well is currently piloting the use of the RCI and assessing its validity with adolescents and families in an extended out-patient treatment program in New Mexico.

More than 4,600 RCI surveys have been completed by individuals served by CSD funded programs as of February 2024. There is a 95.3% survey completion rate (Commonly Well, 2024).

Sense of Purpose	79.0
Beliefs	74.36
Safety	70.27
Healthy Lifestyle	70.06
Values	69.64

Financial Wellbeing	39.87
Employment	48.46
Housing/Living Situation	50.42
Transportation	53.75
Access to Healthcare	54.98

Cultural Capital	71.73
Social Capital	62.96
Personal Capital	55.26
Total RCI	63.32

Overall, respondents are reporting low support in the workplace; insufficient housing and transportation; as well as low access to and high cost of health care. Commonly Well, through conducting a regression analysis, found Health and Wellness had the highest correlation to and impact on the overall RCI score followed by: Knowledge and Skills; Social Network; Healthy Activities and Environment; and, Basic Needs.

CSD's Financially Assisted Agencies (FAA) contracts with behavioral health providers that went into effect October 1, 2021 reflected the BCC's aim to establish of a person-centered, recovery-oriented system of care. Providers were required to follow specified guiding principles for such care and administer the RCI to clients with substance use and/or co-occurring disorders.

The RCI is required to inform the development a recovery plan for individuals with a substance use disorder or an individual with a mental disorder with a co-occurring substance use disorder prior to discharge. The recovery plan is to be person-centered, recovery-oriented; reflect the client's strengths, needs, and preferences. It is also to include a "warm-transfer" referral to a RCC and linkages to housing, employment, and/or recovery support services with client consent.

These newly initiated contracts pivoted away from successful discharge as an outcome measure and instead oriented measuring programmatic success toward clients being successfully transitioned to recovery support services. Specifically, whether clients are successfully transitioned to a RCC prior to discharge.

Clients are also expected to be linked successfully to housing, employment, and/or recovery support services. Further, there is an expectation that the clients' overall well-being will improve as indicated by whether their RCI score improved at least one point in the 3 domains from the baseline score at admission compared to the score at discharge.

Overall, Palm Beach County's initiatives are building recovery capital year over year. The highest year-over-year changes in the average scores for total RCI being recorded in 2022 with an increased score of 5.83 over the prior year.

Additionally, in March 2022, CSD contracted with FARR in the amount of 60 thousand dollars to launch a Recovery Capital Initiative which educates, trains and engages FARR certified recovery residences regarding the RCI. The Initiative also provides: education and training on Medication Assisted Treatment (MAT) and Medication Assisted Recovery (MAR) to these residences, owners and staff to broaden acceptance of MAT/MAR; and, helps develop best practices and compliance in following prescriptions for individuals utilizing MAT/MAR.

Palm Beach County has an interest in appropriately measuring long-term recovery outcomes in the recovery residence environment through the use of RCI. A major aim of the Initiative is to build recovery capital capacity within the County's FARR certified recovery residences. The intent is to foster an environment that maximizes a resident's opportunity to achieve long-term recovery through education, monitoring and measuring outcomes.

FARR currently has 103 housing providers certified statewide, representing 1,492 locations and 6,384 beds. Palm Beach County accounts for 51 of the statewide recovery residence programs (49.5 %), representing 635 locations (42.5 %) and 2,712 beds (42.5%). Housing stability is a key predictor of achieving long-term recovery outcomes. As such, Palm Beach County has a keen interest in ensuring that the County's certified recovery residences are rigorously screened and monitored to provide safe and stable housing environments. Thus, another aim of this initiative is to ensure FARR has sufficient capacity to also achieve housing stability for recovery residence residents utilizing the RCI.

Since October 1, 2023, FARR has conducted 24 onsite recovery residence assessments including education related to overdose prevention. MAT/MAR protocols have been conducted with administrators and staff to increase MAT bed capacity. FARR has also conducted seven trainings involving 16 recovery residences to review ROSC principles and implementing RCI.

G: Shaping a Healthier Palm Beach County: Assessing Community Wellness



Scan or text PBC
to 844.926.6691

The CSD partnered with BeWell PBC and the Recovery Community Hub of Palm Beach County in September 2023 to launch the Help Shape a Healthier Palm Beach County campaign to coincide with National Recovery Month. The campaign aims to have county residents complete an anonymous wellness survey wellness survey in order to identify the strengths and needs of communities county-wide and is expected to conclude by September 2024, National Recovery Month.

The survey measures an individual's resilience capital which represents the internal and external resources someone can use to maintain a healthy lifestyle and overall well-being. The campaign's aim is to evaluate the community's strengths and needs in order to inform actions taken to improve the health and well-being of residents and communities.



H: Beyond Co-Occurring: The Intersectionality of Behavioral Health, Substance Use Disorders, HIV and Homelessness

Research consistently demonstrates that people with mental illness are more likely to experience a substance use disorder (SUD), and that people with SUDs are at particular risk for developing one or more primary or chronic behavioral health (BH) conditions. The co-existence of both a BH and SUD is referred to as co-occurring disorders. SAMHSA's 2022 National Survey on Drug Use and Health reported that 21.5 million persons aged 18 or older in the United States have a co-occurring disorder (Substance Abuse and Mental Health Services Administration, Key substance use and mental health indicators in the United States, 2023).

An effective person-centered system of care must extend beyond co-occurring BH and SUDS to also address intersectional biological and social conditions. In Palm Beach County, both HIV and homelessness are prevalent intersectional conditions. The phrase "comorbidity" is frequently used to describe concurrent diseases. When socioeconomic factors influence the vulnerability and exacerbate these disease states, a synergistic epidemic, or syndemic, exists.

The US Department of Health and Human Services formed a Syndemic Steering Committee in 2022 and have developed a common syndemic definition:

"Syndemics occur when two or more diseases or health conditions cluster and interact within a population because of social and structural factors and inequities, leading to an excess burden of disease and continuing health disparities. Syndemics arise when:

1. Two (or more) diseases or health conditions cluster and interact within a population;
2. Social and structural factors and inequities allow for diseases or health conditions to cluster; and
3. The clustering of disease or health conditions results in disease interaction, either biologic or social or behavioral, leading to an excess burden of disease and continuing health disparities, (Sullivan, 2015)."

In 2023, a review of electronic health records (EHRs) of people with HIV (PWH) in PBC revealed that 20% screened positive for mental health issues and nearly 8% for active SUDs. These rates are double that of the general population, as reported in the PBC Community Health Improvement Plan (CHIP).

A data match between the PBC homelessness and HIV data management systems returned more than 300+ unsheltered PWH. Of the total number of duplicated enrollments of persons enrolled in Palm Beach County shelters since January 2022, 3,062 individuals self-reported alcohol and/or drug use only and 1,846 individuals reported mental health only as barriers. In the 2024 unsheltered Point in Time (PIT) count, 43% disclosed a SUD, and 32% a psychiatric condition. Through data analysis, it is concluded that a statistically significant higher proportion of PWH in care with a negative screening for mental health or substance use have a stable/permanent housing status. This data supports the existence of an active BH/SUD/HIV/Homelessness syndemic in Palm Beach County.

In addition to contributing to the unsheltered population, this syndemic also has a measurable impact on the health care system. A 2024 study of 42,271 PWH in Florida found that PWH with SUDs experienced a higher burden of chronic comorbidities, a faster accumulation of comorbid conditions, and more frequent inpatient and ED visits. People with any stimulant or opioid use disorder had the highest healthcare utilization, but also the fastest comorbidity accumulation. (Liu, 2024)

Interventions that address two or more components of this syndemic have proven to be the most successful. The best example of this can be found in the PBC Syringe Service Program. In July 2019, the BCC was the first in Florida to enact an ordinance establishing a needle exchange program only a few days after Gov. Ron DeSantis signed the Infectious Disease Elimination Act authorizing Florida counties to approve such a program. Palm Beach County contracted with Rebel Recovery FL, Inc. as the first and only community-based operator of a syringe services program (SSP) in Florida. This Florida Access to Syringe and Health Services (FLASH) program has been operating since April 2021 through a mobile health unit, allowing for services to be providing throughout the County.

In addition to sterile needle and syringe exchange, FLASH distributes naloxone (Narcan), provides counseling and testing for HIV and Hepatitis C, acute wound care, referrals for substance use disorder treatment and other health care services, and peer recovery support. Since beginning operations, FLASH has served 709 unduplicated clients, collected 183,150 used syringes and distributed 167,670 clean/unused syringes, resulting in a net decrease of 15,480 syringes in the community. (Palm Beach County Syringe Services Report, 2022).



In addition, 1,368 kits of naloxone (Narcan) were distributed resulting in 935 reported overdose reversals, 269 participants were linked to substance use disorder counseling or treatment, and 153 referred to shelter. In 2023, FLASH also expanded to new locations in Riviera Beach and South Bay; areas of the County with high incidences of HIV and substance use. FLASH's Wound Care Clinic served 40 unduplicated clients for services ranging from general health screenings to acute wound care as well as referrals to primary and specialty care when needed.

Moving beyond co-occurring disorders by approaching a person-centered, recovery oriented system of care with intersectional interventions will challenge the biopsychosocial siloes that have permitted the burden of each individual condition to persist for decades. This approach will also allow for the interconnected nature of the syndemic to be the key to its resolution.

I: Managing Entity: Looking Up to Patients as the Guiding Star to Client-centric Care

SEFBHN is a critical partner in the County's efforts to address behavioral health and substance use disorders. SEFBHN is the managing entity for Palm Beach County contracted by the Florida Department of Children and Families (DCF) to administer and provide oversight of behavioral health services. Its aims align with those of the BCC with respect to orienting toward person-centered and recovery-oriented care. According to Ann Berner, SEFBHN CEO and President, SEFBHN has made it its mission to shift from a top-down view of the behavioral health system to a client-centric view that looks up to patients as the guiding star (Otero, M., 2023).

SEFBHN appropriates more than $70.3 million annually for community-based and residential treatment; acute care and community-based non-treatment services. Providers are required to employ principles of recovery including: choice, hope, trust, personal satisfaction, life-sustaining roles, interdependence, and community involvement.

Palm Beach County had four Baker Act receiving facilities as of 2022 of which only one accepted youth under 18-years-old. SEFBHN added a fifth when it contracted with NeuroBehavioral Hospitals of the Palm Beaches (NBH) for inpatient services in West Palm Beach and Boynton Beach. The Boynton location includes voluntary admissions for people needing acute care (Otero, M., 2023).

The BCC approved a contract with SEFBHN effective October 1, 2020 wherein the managing entity partnered with the County to conduct a neutral care coordination pilot project to provide assessment, referral and care coordination services oriented toward individualized service plans unique to the individuals' needs and consideration of their choices with a care provider network comprised of treatment, social and recovery services as well as with the underpinnings of peer supports. In implementing neutral care coordination, the contract achieved an overarching high priority of the 2022 Plan Update 2022 and its aims to achieve cost-savings which will be reinvested in needed social, recovery support and prevention services.

In the second year of the contract, SEFBHN established the Expanding and Maximizing Better Access to Recovery and Resiliency through Care Coordination (EMBARCC) program. EMBARCC expanded the comprehensive neutral care coordination program to act as an initial and central point of contact for individuals seeking substance use disorder and mental health treatment services.

SEFBHN continued the project at the expiration of the County contract in September 2022. EMBARCC is described as playing a pivotal role in an overall transformation towards a recovery-oriented system of care by improving identification of behavioral health needs, maximizing coordination and linkage with needed services across health domains, and optimizing utilization of levels of care. This has been demonstrated to be cost-effective and maximizes the benefit to the individuals receiving services which is outlined in more detail on page 25 of this 2024 Plan.

J: Health Care District: Implementation of the Crisis Now Model

In January 2019, the BCC approved an inter-local agreement with the Health Care District of Palm Beach County (HCD) to provide a revenue guarantee that would support the establishment of an addiction stabilization unit (ASU) on the campus of JFK North Hospital. An agreement between the BCC and JFK to provide financial assistance in the amount of $500,000 per year was later executed for this purpose.

The ASC is a unique public-private partnership designed to address the immediate and critical care of individuals experiencing medical emergencies due to opioid or other substance use disorders. The model, as originally designed, provided a central location with an emergency room component that allowed for lifesaving overdose intervention delivered within the ASU and a "warm hand off" to an adjacent outpatient clinic operated by the HCD where MAT and behavioral health services could be initiated or continued by a specialized, addiction-trained medical team.

Recognizing the success of the ASU in Palm Beach County, Governor Ron DeSantis in 2022 launched the Coordinated Opioid Recovery Network (CORE), modeled after the Palm Beach County program. The Governor's office described the program as the "first comprehensive solution to addiction recovery in the nation." In its inaugural year, CORE was rolled out in 12 Florida counties. Additional counties are now in various stages of implementing the statewide model (DeSantis, 2023).

The Florida Blue Foundation also highlighted this partnership with its 2023 Sapphire Award naming it the first-place program in recognition of the public health system's innovative outpatient addiction treatment model, which is now being replicated by the state in counties across Florida. (Health Care District, 2023)



The HCD has invested heavily in facilities and services in response to the opioid epidemic and the increasing need for substance use and co-occurring disorder services. The annual operational costs exceeded $3 million for the last fiscal year.

The Mangonia Park Clinic was opened which is specifically designed to provide substance use services and support to the ASC. For the period October 1, 2021 to February 18, 2024 the HCD reports serving 2,296 unique patients at the ASU and a total of 3,543 patient visits. Sixty eight percent (2,373) of which were walk-ins with the remainder largely being transported by local or county fire rescue departments. (Health Care District, ASU Data Report, February 18, 2024)

Fifteen percent of patients report coming to Florida for treatment. Of patients reporting having overdosed, 508 patients (60%) report having done so five or more times; 20% of which (256) report having overdosed ten or more times. Two hundred forty-two (242) patients reported carrying nasal Narcan spray and 73 patients report participating in a clean needle exchange. Seven percent of patients (251) reported a Baker Act history (Health Care District, 2024).

For the period October 1, 2021 to February 18, 2024, the HCD served 1,930 unique patients at its Lewis and Mangonia substance use disorder clinics. More than 1,500 patients were received Suboxone treatment in the District's MAT program. For these patients and others, 24,437 MAT prescriptions were written of which 63% were filled at District pharmacies at no cost to the patient. The balance of the prescriptions were filled in local pharmacies for patients with insurance.

Sixty five percent (65%) are reported to be homeless with 463 patients reporting they were street homeless. Additionally, more than two-thirds of the patients are reported to be in need of care coordination for food (1,294), housing (1,258), and transportation (1,296). The HCD's housing and transportation care coordination needs are also identified in the Recovery Capital Index's highest risk factors. Housing ranked as the third highest risk factor and transportation was ranked fourth. (Health Care District Clinic Data Report, February 18, 2024).

Responding to community concerns regarding perceived deviations from the initial model that were primarily articulated in late 2023 and early 2024 at the BHSUCOD's ASU subcommittee and a recommendation by it to conduct an after action review, FAU clinical research team has been engaged as part of its existing contract with the County to produce a report that describes and documents the creation and the history of the ASC, the components of the applied health care model, and the implementation by the participating partners. It is anticipated the report will inform future decisions related to County funding for ASU operations and updates to the County's Behavioral Health Substance Use and Co-occurring Disorders Master plan.

In December 2023, the Health Care District unveiled the preliminary results of a feasibility study approved by its Board in June 2023. HCD recognized that crisis care is an integral part of the behavioral health infrastructure, the District contracted with Initium Health of Denver, Colorado to conduct the study to present recommendations on the crisis care approach best suited for Palm Beach County to address emergency mental health needs through a medical lens as well as addressing social determinants of health. Initium recommended implementation of a Crisis Now Model (Initium, 2023).

Spearheaded by the National Association of State Mental Health Program Directors (NASMHPD), the model serves as a framework for communities to implement the National Guidelines. Initium stated there are a variety of ways to implement and operationalize the model's key programmatic components; someone to call; someone to respond; and, somewhere to go.

Initium utilized the NASMHPD Crisis Resource Need Calculator (Calculator) to provide an overview of the estimated cost reduction associated with transforming the existing crisis care system in Palm Beach County focused solely on emergency department and inpatient psychiatric services. Said services were estimated to cost $281 million while adoption of the Crisis Care model is estimated to cost $138 million.

Initium states the emergency department and inpatient psychiatric services scenario is a starting point for communities to estimate their cost reduction potential. It indicates by implementing the full continuum of Crisis Now services, Palm Beach County can build on its existing crisis services and realize significant savings (Initium, 2023). Initium, however, did not specify which entity (ies) (i.e. government, payors, private hospitals, etc.) would stand to realize these savings.

The Calculator enables consideration of the potential healthcare costs of scenarios such as adopting the Crisis Now model; using and expanding existing emergency departments and inpatients sites; and, adopting a modified behavioral health crisis care model. It is not designed for or intended to be used estimating a state or county's current total cost of behavioral health crisis care. Nor is it intended to specify cost savings and returns on investment for states or counties (National Association of State Mental Health Program Directors, Crisis).

A final report entitled, *"Implementation of the Crisis Now Model in Palm Beach County"* was publicly released by the HCD in April 2024. The report identifies, of the estimated $138 million in costs, services will include 20 mobile crisis teams, 82 crisis receiving chairs, 69 short-term crisis beds and 186 acute in-patient beds. The report also identifies more than 20 key performance indicators including, but not limited to: the number of individuals served per 8 hour shift, total cost of care for crisis episode, percent of mobile responses resolved in the community and call volume (Health Care District of Palm Beach County, Implementation of the Crisis Now Model in Palm Beach County).

Additionally, the District is in a planning phase for an expansion of hours at the Mangonia Park Clinic in hopes of achieving a 24/7 access point for substance use and mental health related services. Specialized addiction services are also being provided at the District's Delray Beach Health Center location and expanded hours are also being considered at this location. The HCD costs will increase significantly as hours are expanded.

K: Data to Action, Social Determinants of Health

To provide context to the number of individuals served by the HCD and SEFBHN funded providers noting the number of calls placed to 211 of Palm Beach and Treasure Coast (211) for mental health and addiction assistance is helpful. During the same HCD reporting period, October 1, 2021 to February 18, 2024, 211 reported 43,971 mental health and addiction calls.

The calls were 211's second most requested category for the period which represents 24.1% of the total 182,807 calls received. (211 of Palm Beach and Treasure Coast, 2024)

In this context, the Florida Department of Health, Palm Beach County's (DOH) Overdose Data to Action (OD2A) grant from the Centers for Disease Control and Prevention (CDC) can be viewed. OD2A was renewed in 2023 and is a multi-year cooperative agreement to fund overdose surveillance and prevention programs. Overdose surveillance is conducted by DOH, while overdose prevention is mostly carried out through community partnerships. The goal of surveillance is to increase the foundational knowledge of the overdose and substance use epidemic in the County and to utilize local data to guide decision-making by putting overdose data to action to drive real, sustainable change.

Although more work remains to address historic concerns related to shared data, measurement, and outcomes, DOH's contributions have significantly aided in closing these identified data deficits. DOH's work provides important data to the County's decision-making processes which aids in achieving OD2A's aim of utilizing the data to drive real, sustainable change.

DOH releases monthly Syndromic Surveillance Reports and bi-annual and annual reports. The most recent annual report, *Overdose Data to Action (OD2A) Overdose Surveillance Annual Report Palm Beach County, FL, 2022*, was released in August 2023. These provide important detailed data analysis related to overdosed individuals' demographics, suspected drugs involved with and location of event, number of emergency room visits and discharge disposition (VanArsdale, W., 2023).

Critical to the BCC's goal of establishing a person-centered, recovery oriented ecosystem is the social determinants of health (SDOH) data DOH has contributed to the County's efforts of achieving this aim and its resilience and recovery orientation.



The CDC, Office of Disease Prevention and Health Promotion defines social determinants of health (SDOH) as the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. SDOH is grouped into five domains: economic stability, education access and quality, health care access and quality, neighborhood and built environment, and social and community context (Office of Disease Prevention and Health Promotion, Healthy People).

In this regard, DOH's 2022 Annual Report provides SDOH related to social and community context (i.e. marital status, emergency contact) as well as employment, health insurance and housing. People from all walks of life may be affected by substance use disorder but protective factors like social support helps maintain healthful behaviors. Experiencing and maintaining

supportive and healthy relationships among family, friends, and romantic partners affect a person's emotional and mental health (Van Arsdale, W., 2023).

DOH found the percentage of individuals unemployed in 2022 was 43.8% higher than the percentage unemployed in the 2021 data sample. DOH cited a study of a large national cohort of people who lived with a disability, were unemployed, and/or were retired and were found to have a higher risk of overdose death compared to those who were employed.

DOH indicates such research demonstrates unemployment or retiring may lead to changes in routines, social connections, social support, and socioeconomic status—all social determinants of health. Additionally, people who use drugs often experience barriers to employment, including living in areas with few job opportunities, low educational attainment and lack of skills, poor access to transportation, and criminal history.

DOH found evidence of homelessness was present in 28.9% of the County's non-fatal overdose cases identified in the study. One in four suspected overdoses occurred among individuals that were currently experiencing homelessness. Additionally, DOH found that 22.5% of people who experienced an overdose had one associated address within the past year, but 77.5% had 2 or more associated addresses within the last year. Reasons for residential relocation are unknown.

In reporting on housing and homelessness DOH indicates housing instability can impact health outcomes and that studies show that experiencing housing instability or residential relocation can be linked to increased odds of experiencing violence, life-threatening health outcomes, high-risk health behaviors, decreased access to services, and criminal-legal system involvement. Furthermore, involvement in the criminal-legal system can restrict access to housing.

DOH found that the 2022 overdose data show that 40.2% of the sample are uninsured, 28.7% are privately insured, 15.6% receive Medicare, and 10.8% receive Medicaid. Since 2021, the number of uninsured people in the annual non-fatal overdose data sample has decreased by 15.2%, and the number with private insurance increased by 33.3%.

In reporting on health insurance, DOH indicates having health insurance is a strong indicator of a person's ability and willingness to access and stay in care. People who are uninsured, especially nonelderly adults and children, are less likely to have had a usual source of health care or a recent health care visit than people who are insured. SUD can be effectively managed as a chronic illness, similar to diabetes, when people have access not only to inpatient and outpatient treatment, but also to lifesaving MAT like buprenorphine, naltrexone, and methadone. Without insurance, these medications may not be affordable for most people (Van Arsdale, W., 2023).

L: White House Social Determinants of Health Playbook and Building a Recovery-Ready Nation

The White House Domestic Policy Council (DPC) released *The U.S. Playbook to Address Social Determinants of Health* (*Playbook*) in November 2023. The DPC drives the development and implementation of the President's domestic policy agenda in the White House and across the Federal government, ensuring that domestic policy decisions and programs are consistent with

the President's stated goals, and are carried out for the American people (Office of Science and Technology Policy, Playbook, 2023).

The DPC emphasizes the fact that improving health and well-being across America requires addressing the social circumstances and related environmental hazards and exposures that impact health outcomes. An inability to meet these social needs puts individuals at higher risk for exacerbating health conditions such as heart disease, stroke, depression, cancer, and diabetes according to the DPC. Compounding the problem, unmet social needs can cause major disparities in health outcomes stratified by geography, race, ethnicity, age, income, disability status, sexual orientation and a number of other factors.

The DPC highlights evidence that suggests that interventions addressing social needs can improve health outcomes. For example, research has found that housing individuals with HIV who are experiencing homelessness increases survival with intact immunity by 21% after one year.

The *Playbook* lays out an initial set of structural actions federal agencies are undertaking to break down these silos and to support equitable health outcomes by improving the social circumstances of individuals and communities. The Playbook sets the stage for agencies and organizations to re-imagine new policies and actions around SDOH, both inside and outside of government.

The vision and coordinating actions outlined in the Playbook *creates a scaffolding upon which entities from all segments of society can build*. (emphasis added) These initial efforts are focused on individual and community-centered interventions with actions grouped into three pillars as follows:

- **Pillar 1:** *Expand Data Gathering and Sharing: Advance data collection and interoperability among health care, public health, social care services, and other data systems to better address SDOH with federal, state, local, tribal, and territorial support.*
- **Pillar 2: Support Flexible Funding for Social Needs:** *Identify how flexible use of funds could align investments across sectors to finance community infrastructure, offer grants to empower communities to address HRSNs, and encourage coordinated use of resources to improve health outcomes.*
- **Pillar 3: Support Backbone Organizations:** *Support the development of community backbone organizations and other community infrastructure to link health care systems to community service organizations*.

The DPC's aim is to accelerate innovation across sectors to develop practical solutions that equitably improve social circumstances and achieve better health outcomes. It declares it will continue to champion advancements that foster individual and community engagement, enhance public health, improve well-being, and serve communities and calls upon all Americans to partner in these efforts and commit to investing in communities to strengthen the health of society (White House, Playbook, 2023).

Critically, the White House Office of National Drug Control Policy (ONDCP) in release of its 2022 National Drug Control Strategy (*Strategy*) emphasized recovery-oriented and harm reduction strategies in three of its seven drug control priorities as follows:

1. Expanding access to evidence-based treatment, particularly medication for opioid use disorder.
2. Advancing racial equity in our approach to drug policy.
3. Enhancing evidence-based harm reduction efforts.
4. Supporting evidence-based prevention efforts to reduce youth substance use.
5. Reducing the supply of illicit substances.
6. Advancing recovery-ready workplaces and expanding the addiction workforce.
7. Expanding access to recovery support services (ONDCP, Strategy, 2022).

ONDCP leads and coordinates the nation's drug policy so that it improves the health and lives of the American people. ONDCP is responsible for the development and implementation of the National Drug Control Strategy and Budget. ONDCP coordinates across 19 federal agencies and oversees a $41 billion budget as part of a whole-of-government approach to addressing addiction and the overdose epidemic (White House, ONDCP).

In outlining A Comprehensive Path Forward through its 2022 *Strategy*, ONDCP defines harm reduction as an approach that emphasizes working directly with people who use drugs to prevent overdose and infectious disease transmission, improve the physical, mental, and social wellbeing of those served, and offer flexible options for accessing substance use disorder treatment and other health care services. ONDCP emphasizes harm reduction is people-centered (ONDCP, Strategy, 2022).

Specifically, ONDCP's focus on harm reduction includes naloxone, drug test strips, and syringe services programs. Syringe services programs are community-based programs that can provide a range of services, including links to substance use disorder treatment; access to and disposal of sterile syringes and injection equipment; and vaccination, testing, and links to care and treatment for infectious diseases. Syringe services programs can be a critical intervention to reduce overdose deaths and communicable disease. Access to these proven, lifesaving interventions should not depend on where someone lives and instead should be available to all who need them.

The 2022 *Strategy* places great emphasis on Building a Recovery-Ready Nation. The four major dimensions of recovery prioritized in the *Strategy* are home, health, purpose, and community as defined by the federal Substance Abuse and Mental Health Administration. It reports Americans follow diverse trajectories from SUD to recovery or remission. In 2020, an estimated 29.2 million Americans perceived ever having a substance use problem. Of these, 21 million (72%) identified as in recovery or recovered from a substance use problem.

The *Strategy* also identifies a 2017 study which found that, among people who reported having resolved an alcohol or other drug program, the most common recovery supports included mutual aid groups (45%), treatment (28%), and emerging recovery support services (22%). ONDCP concludes reaching recovery is more important than the specific path taken to it.

The Strategy's goals to Build a Recovery-Ready Nation are:

1. Increase scientific understanding of recovery.
2. Foster adoption of more consistent certification and accreditation standards nationally.
3. Expand the peer recovery support services (PRSS) workforce and the organizational infrastructure that supports it.
4. Address stigma and misunderstanding, and
5. Eliminate barriers to safe and supportive housing, employment, and education for people in recovery. (ONDCP, Strategy, 2022).

President Biden, during his 2022 State of the Union address, stated, "If you're suffering from addiction, you should know you're not alone. I believe in recovery, and I celebrate the 23 million Americans in recovery… Now is our moment to meet and overcome the challenges of our time together. And we will" (Biden, J., 2022). The White House issued similar information/documents on mental health such as the "White House Report on Mental Health Research Priorities" (February 2023), "Fact Sheet: Biden/Harris Administration Announces New Actions to Tackle Nation's Mental Health Crisis" (May 2023), and "Reducing the Economic Burden of Unmet Mental Health Needs" (May 2022).

M: Community in Action



Granicus deploys digital and other communications strategies to better connect people with decision-makers. It defines community advocacy as "a strategic approach to influencing outcomes and driving change on behalf of the community. It involves representing the community's rights and needs to the level of government best able to respond." (Granicus, 2023). There is no greater example of community advocates in action and providing strong leadership to establish a recovery-oriented landscape than the Southeast Florida Recovery Advocates and Our2Sons.

These organizations, which represent persons in recovery, parents of loss, effected family members and other allies, were successful in advocating for the Palm Beach County Sheriff's Office to have their PBSO deputies and corrections officers not to carry Nalaxone (aka Narcan). Advocates held protests and candlelight vigils in January and April 2022 outside PBSO office in hopes of changing the policy requiring all law enforcement officers to carry Narcan.

In July 2022, advocates appeared before the BCC to advance their cause. The next month, PBSO announced a for all deputies and corrections officers to carry Narcan. The PBSO also announced it would conduct a three-year study on frequency and results of officers carrying Narcan to determine continued deployment (Palm Beach Post, 2022).

In late October 2022, the Palm Beach Post reported PBSO announced more than 2,000 sworn PBSO deputies and correction officers were armed with the nasal spray. The PBSO noted it obtained the doses from the Florida Department of Health's HEROS Program, or Helping Emergency Responders Obtain Support, at no cost to the agency (I Save FL, 2022). The HEROS program provides free naloxone to emergency response agencies.

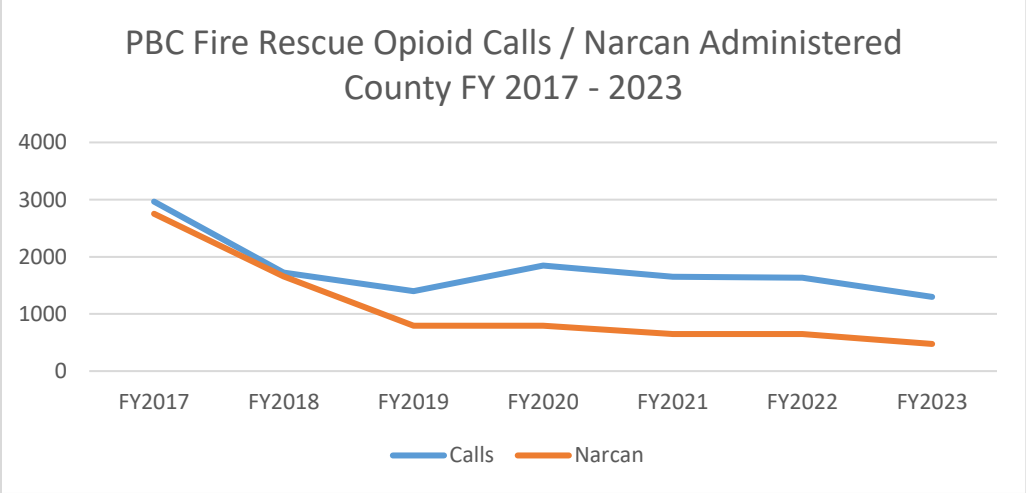


Florida's Department of Children and Families also provides free Narcan to approved providers statewide through its I Save FL program. There are 23 approved providers in Palm Beach County who are regularly distributing Narcan, conducting Narcan trainings, and recording overdose reversals resulting from distributed Narcan (I Save FL, 2022).

N: Fire Rescue's Mobile Integrated Health

On the front line of care is Palm Beach County Fire Rescue (PBCFR), meeting the needs of patients and families when experiencing a substance or alcohol-related medical emergency or a mental health emergency. PBCFR reported 1,298 opioid related calls to 911 during the County's fiscal year 2023. This represents an overall 56% decrease from the 2,965 calls received at the opioid epidemic's height in fiscal year 2017. There was a reported 20% year-over-year decrease in calls between fiscal years 2022 to 2023, from 1,631 to 1,298 calls.

PBCFR also reported Narcan was administered to 475 overdosed individuals during fiscal year 2023. This represents an overall 83% decrease from the 2,752 overdosed individuals administered Narcan in fiscal year 2017. There was a reported 27% year-over-year decrease in Narcan administered between fiscal years 2022 to 2023, from 649 to 475 (Palm Beach County Fire Rescue, 2024).



PBCFR launched Florida's first Mobile Integrated Health (MIH) team in 2017. MIH serves as a bridge to a recovery-oriented system of care through all County and community resources ensuring warm transitions of care to address the unique needs of individuals. To expand Fire Rescue's reach beyond the 911 scene, the MIH team, which includes community paramedics and medical social workers, provides outreach to patients and families after their 911 call.

By combining multidisciplinary expertise and community trust in EMS, MIH is empowered to reach patients in whatever setting they perceive to be their safe space, including their housing, in the community, or via telehealth. By providing education, specialized recovery-oriented care coordination to meet the needs of even the most medically complex and offering harm reduction tools through the distribution of kits containing Narcan, condoms, and recovery-oriented resources, such as The Recovery Community Hub of Palm Beach County, the MIH team can connect to individuals who otherwise may lack access points to services and supports.

With a mission of continuing to seek new paths of reaching individuals living with substance, alcohol, and mental health disorders, the MIH team is planning an expansion to emergency department co-response, advocating for, supporting, and connecting patients to recovery care options that meet their own unique needs. By serving as a trusted bridge between individuals in crisis and the recovery-oriented system of care, the individual is set on a course for success in reaching their recovery and wellness goals. Programs such as Fire Rescue's MIH team are essential for addressing health disparities, gaps in access, and creating an effective and trusted partner-oriented path for those seeking care in our County.

Additionally, The School District of Palm Beach County reports all District operated schools carry Narcan in the school clinics. Narcan is made available in partnership with the Health Care District and the Department of Health. The School District will also be expanding this initiative with the School Police Department in the near future.

O: Leading the Way in Person-centered, Recovery-oriented Care

The 2017 Opioid Response Plan did not focus on recovery and person-centered, recovery-oriented care. Person-centered care was first developed for the population with mental illness in the 1940's. While a relatively new concept in the substance use disorders field and advanced by the federal Substance Abuse and Mental Health Services Administration (SAMHSA) the expectation was the structure of recovery-oriented systems of care (ROSC) would evolve at all levels of government.

William L. White's seminal monograph in ROSC, recovery management and ROSC addiction treatment literature, *Recovery Management and Recovery Oriented Systems of Care: Scientific Rationale and Promising Approaches,* has been advanced to help evolve this modality. The monograph comprehensively lays out the empirical support for moving to (ROSC).

White, Emeritus Senior Research Consultant at Chestnut Health Systems, is widely published in peer-reviewed journals and authored or co-authored more than 20 books as well as 400 articles, monographs, and research reports. His works, *Slaying the Dragon – The History of Addiction Treatment and Recovery in America* and *Let's Go Make Some History: Chronicles of the New Addiction Recovery Advocacy Movement*, enjoy wide critical acclaim (Chestnut, William White Papers).

The monograph provides a systematic review of the literature to support this transition; concrete strategies to make the vision of recovery-oriented service systems a reality; and, outlines the scientific conclusions and the systems-performance data supporting extension of the acute-care model of addiction treatment to a model of sustained recovery management.

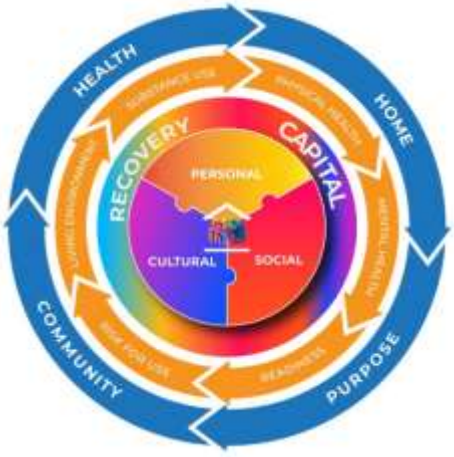
White issues a clarion call in the monograph, "It is time we proactively managed the prolonged course of addiction and recovery careers and stopped focusing on brief episodes of biopsychosocial stabilization. It is time for national, state, and local initiatives to create recovery-oriented systems of care that can promote this model of sustained recovery management within addiction treatment programs across the country."

> It is time we … stopped focusing on brief episodes of biopsychosocial stabilization. It is time for national, state, and local initiatives to create recovery-oriented systems of care that can promote this model of sustained recovery management.
>
> William L. White

Palm Beach County has responded to White's clarion call with, as noted earlier, the BCC's declaring its expressed approval of a person-centered, recovery-oriented system of care focused on quality of care and long-term recovery outcome improvements in the Resolution establishing the BHSUCOD.

All the County's collective and collaborative efforts, prior and since, have been directed at planning, developing and executing a comprehensive person-centered, recovery-oriented system of care. In 2023, the initial system model was modified to orient the County's efforts toward a Resilience and Recovery Ecosystem approach to Behavioral Health and Substance Use Disorder Care which has been adopted by the County. (See Appendix A)

PALM BEACH COUNTY RESILIENCE & RECOVERY ECOSYSTEM OF BEHAVIORAL HEALTH AND SUBSTANCE USE DISORDER CARE



The ecosystem model integrates American Society of Addiction Medicine's (ASAM) Third Edition criteria and its six dimensions. The ASAM Criteria is the most widely used and comprehensive set of standards for placement, continued service, and transfer of patients with addiction and co-occurring conditions. Many states across the country are using the ASAM Criteria as the foundation of their efforts to improve the addiction treatment system.

It should be noted ASAM recently released Fourth Edition criteria which were adopted subsequent to the County's current ecosystem modeling. The Fourth Edition criteria will be integrated into the ecosystem model in the near future.

ASAM Third Edition Dimensions	ASAM Fourth Edition Dimensions
1. Acute Intoxication and/or Withdrawal Potential 2. Biomedical Conditions and Complications 3. Emotional, Behavioral, or Cognitive Conditions and Complications 4. Readiness to Change 5. Relapse, Continued Use, or Continued Problem Potential 6. Recovery/Living Environment	1. Intoxication, Withdrawal, and Addiction Medications 2. Biomedical Conditions 3. Psychiatric and Cognitive Conditions 4. Substance Use-Related Risks 5. Recovery Environment Interactions 6. Person-centered Considerations

The Fourth Edition reorders the dimensions from the Third Edition. Readiness to change is now considered within each dimension, and the Third Edition Dimensions 5 and 6 were shifted to Dimensions 4 and 5, respectively, in the Fourth Edition. Important to the County's ecosystem model, the new Dimension 6: Person-Centered Considerations considers barriers to care *(including social determinants of health), patient preferences,* (emphasis added) and the need for motivational enhancement. (ASAM, ASAM Criteria)

The ecosystem also integrates the federal Substance Abuse and Mental Health Administration's (SAMHSA) for major dimensions of recovery: health, home, purpose and community (SAMHSA, Recovery). See Section III, Introduction to the Plan Update 2024, page 36 for additional details on SAMHSA's guidance related to ROSC and guiding principles.

The ecosystem at the Macro level is concerned with interaction and interdependence of individuals with their surrounding physical, social, and cultural systems in order to holistically assess how individuals affect and are affected by such systems. It makes accessible a network of services and supports that is person-centered and builds on the strengths and resilience of individuals, families, and communities to achieve improved health, wellness, and quality of life.

The Meso level provides a non-conflicted entity serving as a single point of contact providing assessment, level of care determination, referral, prior authorization and payment of certain care, and, care monitoring across clinical and non-clinical recovery support and social services aimed at achieving seamless movement in order to increase recovery capital and improve long-term recovery outcomes.

The Micro level aims to increase an individual's recovery capital through network of "recovery hubs" and other support services providing nonclinical resources, including peer support, employment and job training linkages, social and recreational activities intended for people in or seeking recovery.

In sum, the ecosystem model identifies the behavioral health and substance use disorder needs of the client population; improves client care with linkage efforts across all health domains; and, informs public payers of appropriate level of care purchases resulting in anticipated cost-savings which will be reinvested to needed social, recovery support and prevention services. It has also informed policy, planning, and programmatic decisions and is the lens through which funding opportunities are identified.

The ecosystem is consistent with achieving the process metrics related to the BCC's aims as follows: implement neutral care coordination; establish recovery community organizations and recovery community centers; broaden the reach of peer support services across the continuum; and, launch a Recovery Capital Instrument and train providers in its use.

It also remains consistent with the Palm Beach County 2019 Behavioral Health Needs Assessment (Assessment) recommendations which remains important guidance and include:

- Enhance "no wrong door policies and practices" and *development of a central assessment and care coordination system for the community.*
- Continue utilization of system-wide evidence-based practices including the *development of a true Recovery-Oriented System of Care (ROSC) and a comprehensive implementation of care coordination and wraparound services* (The Ronik-Radlauer Group., 2019*)*

The primary goals of the ecosystem are to:

- Ensure uniform assessment of substance use and/or mental health severity throughout the client population in order to decrease fragmentation of treatment services among providers offering various levels of care.
- Reduce the use of crisis services.
- Maintain and utilize a comprehensive continuum of substance use disorder and/or mental health treatment services integrated with other social and recovery support services.
- Provide the structure, process, and outcome measures necessary to meet care coordination goals and to streamline continuity, communication, and tracking of clients across providers and service settings.

The Assessment's recommendation is to develop a central assessment and care coordination system is mirrored by the White House Domestic Policy Council's call to communities to establish a backbone organization and other infrastructure which will serve to link health care

systems to community service organizations (Office of Science and Technology Policy, Playbook, 2023).

The DPC's definition of a backbone organization and its responsibilities describes near perfectly the initiatives to establish neural care coordination such as the SEFBHN pilot program discussed earlier which the managing entity continues as EMBARCC. The DPC defines backbone organizations as entities that manage community-based partnerships formed across sectors such as health care, social services, public health, and economic development to improve the health and well-being of individuals and the community

The DPC states these organizations can serve as central coordinating hubs that connect individuals needing various services such as housing support, transportation, legal services, or nutrition support with relevant providers. At their best, these entities coordinate across service providers, integrate funding from multiple public and private sources to support operations and service delivery, leverage trusted relationships and members' existing assets, and foster community-based workforce development and training.

DPC cites one example of a specific type of backbone organization with a robust set of capabilities is a community care hub. These organizations centralize administrative functions and operational infrastructure for a network of community based organizations, including, but not limited to, payment operations and contractual agreements, management of referrals, service delivery fidelity and compliance, technology maintenance, information security, data collection, and reporting. (Office of Science and Technology Policy, Playbook, 2023).

Care coordination entities recommended by DPC and the Assessment are supported by the evidence. In a study published in the American Journal of Public Health, researchers tested the effectiveness of a long-term coordinated care strategy - intensive case management (ICM) - compared with usual care (UC) which was piloted by the National Council on Alcoholism and Drug Dependence-New Jersey (NCADD-NJ) and since has become the standard of care coordination for the state's welfare-to-work population.

Usual Care is often referred to as the "screen and refer" model and was the standard of care in New Jersey at the time of the study. ICM is consistent with a chronic disease management strategy that augments current disconnected episodes of acute care with longer-term care strategies and cross-systems coordination that addresses other health and social needs and provides relapse monitoring and support during extended time periods.

Researchers found ICM clients had significantly higher levels of substance abuse treatment initiation, engagement, and retention compared with UC clients. In some cases, ICM treatment attendance rates were double those of UC rates. Additionally, almost twice as many ICM clients were abstinent at the 15-month follow-up compared with UC clients (Morgenstern, J., 2009).

Now the National Center for Advocacy and Recovery for Behavioral Health (NCAAR), its Work First New Jersey Substance Abuse and Behavioral Health Initiative (SAI/BHI) completed its 25th year of providing services in 2023. SAI/BHI provides comprehensive assessment, referral, care

coordination, and intensive case management services to General Assistance and Temporary Assistance for Needy Families recipients throughout the state (NCARR, Annual Report, 2023).

Over twenty-five years NCAAR reports having completed more than 217,000 referrals; more nearly 155,000 assessments; and nearly 100,000 individuals who entered treatment. SAI/BHI clients receive wrap around case management services, referrals to community-based resources, and assistance with medical appointments which allows individuals to thrive in a less intense level of care and stay in their communities.

In fiscal 2023, 5% of SAI/BHI clients were placed in residential treatment, including 2% residential withdrawal management, 1% short- term residential, 2% halfway house, and 1% long-term residential. The remaining 95% of SAI/BHI clients were referred and placed in outpatient treatment services, including 67% outpatient, 14% intensive outpatient, 6% partial care, and 7% in methadone maintenance (NCARR, Annual Report). It also reports its average cost per client per episode of care is $3,400 compared to the national average, which is between $14,000 and $23,000 (Wolff, S., 2018).

By any measure, NCAAR has been successful in developing an accountable behavioral health system to help reach the State's goals for quality care, accessibility, eliminating gaps in service, and moving clients cost-effectively along the continuum of care.

The County has worked diligently to implement neutral care coordination as noted earlier by its collaboration with the SEFBHN pilot program which the managing entity continues as EMBARCC. Before COVID halted efforts in 2020, the County also collaborated with SEFBHN on a contract that was executed to engage a consultant to assess the current and potential resources, and readiness to implement a neutral care coordination system that will include the use of a standardized level of care instrument and care coordination to navigate the system of public and private behavioral health and substance use disorder programs in Palm Beach County.

The consultant's work was to result in a plan and recommendations to implement the transition to a person-centered, recovery-centric and recovery-oriented system of care. The plan was to include independent and uniform assessment as well as care coordination for community-based behavioral health and substance use disorder programs. The County continues to collaborate with SEFBHN to achieve these aims and also collaborated with the HCD in early 2023 to discuss executing neutral care coordination in meetings facilitated by the Palm Health Foundation.

In 2021, the County established a working group to develop a comprehensive plan to establish neutral care coordination in Palm Beach County. The working group included professionals with significant experience operationalizing and working in a neutral care environment including Ariana Ciancio, Delray Beach Police Department Client Advocate and current Advisory Committee member. Previously, Ms. Ciancio served for seventeen years in multiple capacities with NCAAR's SAI/BHI program.

The Plan, *Establishing a Palm Beach County Neutral Care Coordination Entity and executing a person-centered, recovery-oriented system of care, July 2021*, outlined the goals of a Neutral Care Coordination Entity (NCCE) as follows:

- Ensure uniform assessment of substance use and/or mental health severity throughout the client population in order to decrease fragmentation of treatment services among providers offering various levels of care.
- Maintain and utilize a comprehensive continuum of addiction and/or mental health treatment services integrated with other social, non-clinical and recovery support services.
- Provide the structure, process, and outcome measures necessary to meet care coordination goals and to streamline continuity, communication, and tracking of clients across providers and service settings.
- Accomplish the necessary underlying structure and processes needed to meet care coordination goals.

The Plan described the NCCE as a non-conflicted, neutral body, which serves as a single point of entry (SPOE) for referrals to providers as well as prior authorizer of and payer of certain care. Its core values are:

- Client choice and identified needs shall be the primary driver of service engagement and referral in a timely fashion. Clinical decisions shall be based on client need and obtaining best available care.
- Care coordination shall assist the client with a successful transition between assessments, initial placement, through a seamless movement along the continuum of care.
- Coordination services to include facilitation of communication among all professionals involved with the client and the community identified provider which most closely meets client's needs.
- Primary role is to eliminate barriers to achieve acceptance and admission to the appropriate level of care and facility in a timely manner.

The Plan also provides key programmatic elements as well as anticipated personnel and budget requirements. In July 2023, a Plan Executive Summary was also developed. (See Appendix B)

Much has been articulated regarding the County's efforts at *Leading the Way in Person-centered, Recovery-oriented Care*. Numerous bodies of planning documentation, research and programmatic evidence has been pointed to within Palm Beach County as well as nationally. To conclude, returning to White's Monograph and its summary of recommendations support the call for a transformation in the structure and service processes from a model of acute intervention to a broader model of sustained recovery management. These recommendations are worthy of further consideration as efforts to build a robust resilience and recovery ecosystem continue. (See Appendix C)

P: One Overdose Death is One Overdose Death Too Many

The BHSUCOD applauds the continued downward trend in overdose deaths in 2023. Given the devastation overdose deaths have on families, friends, and the community the BHSUCOD maintains the position that one overdose death is one overdose death too many.

The BHSUCOD wishes to see continued reductions, which may never arrive at zero, but believe tracking overdose death rates should not be the singular outcome measure of the County's efforts success. Beyond this measure, the BHSUCOD supports the County's ongoing efforts to measure its initiatives through a recovery capital framework and its ability to capture resilience, health, well-being, social determinants of health and risk factors.

In June 2023 the Gallup published findings in a report, *The Opioid Epidemic: How Wellbeing Can Help Bend the Curve*, which found high statewide wellbeing was linked to lower and slower-rising overdose rates. Additionally, career wellbeing stood out as key to curtailing drug overdose deaths. (Witters, D., 2023).

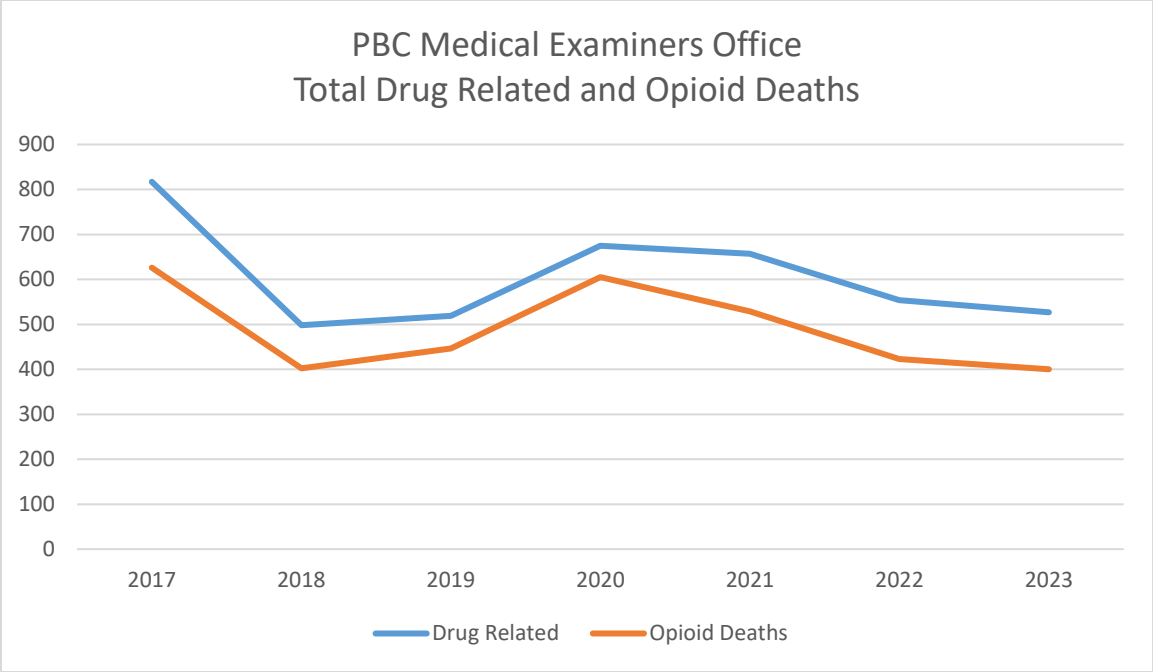
More specifically, that wellbeing was inversely related to drug overdose rates among states and the potential exists to mitigate the worsening opioid epidemic by expanding and elevating wellbeing. Gallup's analysis of the 2017 state ranks based on overall Well-Being Index scores showed that the highest-wellbeing states in 2017 had substantially lower average drug overdose rates in 2018 than what was found among the lowest-wellbeing states.

Furthermore, the rate of increase in the following two years also varied greatly, with the five lowest-wellbeing states in 2017 (West Virginia, Louisiana, Arkansas, Mississippi and Kentucky) increasing their already elevated overdose rates another 15.8 cases per 100,000 residents, on average -- compared with an increase of 5.3 cases per 100,000 among the five highest-wellbeing states (South Dakota, Vermont, Hawaii, Minnesota and North Dakota).

Gallup found high population wellbeing can serve an insulating function, whereby a cultural foundation exists that lowers the probability of per capita drug overdoses the following year. High drug overdose rates, in turn, reduce the probability of high population wellbeing the following year, but to a lesser extent.

Analyzing the data further, more specific to the five specific elements of wellbeing: career, community, social, physical, and financial wellbeing. All five are inversely related to the next year's drug overdose rate -- but the relationship with career wellbeing was strongest by far, outpacing social, financial, physical and community wellbeing (Witters, D., 2023)

Gallup also identified individual aspects of wellbeing that are critically important to understanding what increases or decreases drug overdose rates in states. These aspects of wellbeing referred to as warning signs by Gallup are worthy of further consideration as efforts to build a robust resilience and recovery ecosystem continue. (See Appendix D)



The Palm Beach County Medical Examiner's Office (MEO) reported 817 drug related deaths in 2017 of which 626 were opioid deaths and in 2018 recorded 498 drug related deaths of which 402 were opioid deaths; a 39 and 36% reduction respectively. The MEO reported 519 drug related deaths in 2019 of which 446 were opioid deaths and in 2020, amidst the COVID pandemic, recorded 675 drug related deaths of which 605 were opioid deaths; a 30 and 36% increase respectively from 2019 to 2020. (Palm Beach County Medical Examiner's Office, Annual Report 2023)

In 2021, the MEO reported 626 drug related deaths of which 524 were opioid deaths; a 7 and 14% decrease respectively from 2020 to 2021. In 2022, the MEO reported 554 drug related deaths of which 423 were opioid deaths; a 12 and 19% decrease respectively from 2021 to 2022. In 2023, the MEO reported 527 drug related deaths of which 400 were opioid deaths; a 5 and 5% decrease respectively from 2022 to 2023.

In its 2023 Annual Report the MEO reports fentanyl and its analogs (including acetyl fentanyl and fluorofentanyl) far exceeded the other opiates (such as heroin and oxycodone) in 2023 which also reported by the MEO in its 2022 Annual Report. Most opioid deaths had multiple opioids contributing to the death. In its 2023 Annual Report, the MEO indicated the average age of accidental drug fatality victims was 43 years old and the victims were predominantly men (3:1). The MEO also indicated white individuals were 5.7 times more likely to die of an accidental drug overdose than those of Hispanic/Latino or Black/African American ancestry

The MEO reported 232 suicides in 2023, 243 suicides in 2022 and 2021 and 172 in 2020. It reports the average annual number of suicides for the last ten years is 231. The male: female ratio for suicide victims in 2023 was 3.1:1. Most 2022 suicide victims were White (197), followed by Hispanic/Latino (16), Black or African American (15), and Asian (4) with the average age of a

suicide victim was 54 years (Palm Beach County Medical Examiner's Office, Annual Report 2023)

The Florida Department of Health Palm Beach County's (DOH) 2022 Annual Surveillance Report reported on non-fatal overdoses and reviewed approximately 3,200 hospital medical records for suspected drug overdoses. Of those records reviewed, about half (number[n] =1611) met the criteria to be included in the sample of suspected non-fatal overdose (VanArsdale, W., 2023).

DOH identified sample characteristics. Of the 1,611 non-fatal overdoses cases included in the 2022 surveillance sample, 1,055 (65.5%) were among males and 556 (34.5%) were among females. This distribution is similar to that of prior years. Among females, 6 (1.1%) were pregnant at the time of overdose.

Of the suspected non-fatal overdoses 1,126 (69.9%) occurred among White non-Hispanic individuals. Overdoses among Hispanic individuals of any race accounted for 12.9% (n=208) of suspected non-fatal overdoses. Overdoses among Black non-Hispanic individuals accounted for 12.5% (n=202). The average age was 42 years with most overdoses occurring among adults aged 25 to 44 years and are overrepresented in the sample compared to their overall proportion in Palm Beach County. (VanArsdale, W., 2023).

While important progress has been made, the BHSUCOD continues to find systemic challenges so clearly identified in the 2019 Behavioral Health Needs Assessment remain. These include, amongst others:

- Fragmentation and disjointed care from multiple treatments, social and recovery support providers;
- Determinations of client treatment that are based on the services available at a particular provider, rather than on individualized needs;
- Ineffective transitioning of clients from one level of care or one service provider to another;
- Lack of timely sharing of needed treatment information among providers;
- Lack of monitoring and follow-up to ensure client engagement;
- Lack of accountability and agreed upon responsibilities among multiple treatments, social and recovery support providers serving one client; and
- On-going silos when it comes to client care (The Ronik-Radlauer Group, 2019).

Q. Mental Health First Aid (MHFA)

Community education remains a critical component of an effective behavioral and substance use disorder system. MHFA and Youth MHFA have proven effective and cost-effective ($35 per student). Alpert Jewish Family Services introduced MHFA, with over 12,000 people trained with over 80 certified instructors. The School District of Palm Beach County is the largest provider of YMHFA. Many governmental, law enforcement, community-based and faith-based agencies have participated in the trainings. MHFA covers:

- Commons signs and symptoms of mental health challenges.
- Commons signs and symptoms of substance use challenges.
- How to interact with a person in crisis.
- How to connect a person with help.
- Expanded content on trauma, substance use, and self-care.

According to the Centers for Disease Control (CDC), poor mental health increases one risk of substance use. More than fifty percent of adults with substance use disorder have a co-occurring mental illness, often left undiagnosed and untreated. The international evidence-based early-intervention MHFA course offers education and awareness, destigmatizes mental illness and substance use disorders, and teaches the skills needed to recognize and respond to signs and symptoms of mental health and substance use challenges as well as how to provide initial support until the person is connected to appropriate professional help.

III. PRIORITY AND OPIOID SETTLEMENT RECOMMENDATIONS

The Palm Beach County Advisory Committee on Behavioral Health, Substance Use and Co-Occurring Disorders (BHSUCOD) established by the BCC in November 2022 held its organizational meeting on January 12, 2023 at which it approved its operational guidelines manual. As noted earlier, the BHSUCOD was established to enhance the County's capacity and effectiveness in formulating comprehensive, integrated, and effective behavioral health, substance use and co-occurring disorders prevention, treatment, support, and recovery policies, as well as to offer recommendations regarding the County's provision of services to the citizens of Palm Beach County.

The BCC also declared, via Resolution R2022-1340, that:

- A Behavioral Health, Substance Use and Co-Occurring Disorder Steering Committee was established in 2019 consistent with the Opioid Response Plan, which was intended, in part, to satisfy the State's Opioid Settlement Clearing Trust Fund requirement for a Task Force to respond to the opioid epidemic pursuant to section 17.42 (4)(b), Florida Statutes (2022);
- The Response Plan was intended to satisfy the State's Opioid Settlement Clearing Trust Fund requirement for an opioid response abatement plan pursuant to section 17.42 (4)(c), Florida Statutes (2022)

Section 4 of Resolution R2022-1340 also outlined that the BHUSCOD shall have the following roles and responsibilities:

- Collect information related to substance use disorders in the County and provide that information to the BCC, along with recommendations on responding to the opioid epidemic, as provided in section 17.42, Florida Statutes (2022).
- Submit to the BCC by October 1 of each year the BHSUCOD Annual Report or Response Plan Update, which shall evaluate mechanisms for behavioral health and substance use disorder services and recommend any changes that may improve the quality, long-term recovery outcomes, and coordination of these services.
- If requested by the BCC, provide recommendations on positions the BCC may take on local, state and federal legislation.

In its update to members the Florida Association of Counties reported the suits against 11 corporate entities for their wrongful conduct in the opioid epidemic crisis went to trial in April 2022 and all the corporations involved settled in the pretrial phase. An allocation agreement was negotiated into three funds: the State Fund, Regional Fund, and City/County Fund which may only be used to abate or remedy the opioid epidemic. (Florida Association of Counties, The Opioid Settlement: Where are we now?).

State and subdivisions will receive more than $3.1B over the next 17 years. Over 18 annual distributions from the Regional and City/County funds, Palm Beach County is expected to realize nearly 122.5 million dollars. (See Appendix E) The states, counties, and cities also developed a thirteen-page list of programs that are illustrative of the types of programs that can be funded with settlement funds. (See Appendix F)

City / County	Regional / Abatement
$1,252,081.64 (yr. 1 pmt. rec'd.)	$14,575,999.21 (yr. 1 pmt. rec'd.)
$2,814,714.93 (yr. 2 pmt. rec'd.)	$6,882,120.16 (yr. 2 pmt. rec'd.)
$4,066,796.57 (sub-total rec'd.)	$21,458,119.37 (sub-total rec'd.)
$24,791,658.48 (18 yr. total)	$97,694,428.99 (18 yr. total)

On March 22, 2022 the BCC approved participation in the Settlement Agreement and Release between the State of Florida and Endo (Florida Opioid Agreement and Statewide Response Agreement) and authorized the Mayor to execute the Subdivision Settlement and Participation Form. The County worked with the Palm Beach County League of Cities to secure inter-local agreements with Palm Beach County Municipalities that represent a more than 50% of municipalities' total population as required by the Florida Plan (Palm Beach County Board of County Commissioners Agenda. March 22, 2022).

Palm Beach County submitted its Florida Opioid Agreement and Statewide Response Agreement Qualified County Qualification Form to the State of Florida on April 12, 2022. In doing so the County certified:

- The County has a population of at least 300,000 and an opioid taskforce or other similar board, commission, council, or entity, including some existing sub-unit of the County's government responsible for substance abuse prevention, treatment, or recovery of which it is a member or it operates in connection with its municipalities or others on a local regional basis.
- The County has an abatement plan that has been adopted or utilized to respond to the opioid epidemic.
- The County was as of December 31, 2021, either providing or is contracting with others to provide substance use, prevention, recovery, and treatment services to its citizens.
- The County has entered an inter-local agreement with at least 50% of the Municipalities (by population) located within the County.

The BHSUCOD meets bi-monthly on the even numbered months of the calendar year. Members also lead eight (8) subcommittees that regularly engage and invite open participation of community members, stakeholders and other interested parties. The subcommittees are facilitated by the OBHSUD Program Evaluator and meet bi-monthly on the odd numbered months of the calendar year.

Florida Atlantic University School of Social Work and Criminal Justice (FAU) is also engaged as a research partner respective of the BHSUCOD and its subcommittees. FAU is conducting process and outcome evaluations for Plan Update, the BHSUCOD overseeing implementation and reporting on it, and initiatives of person-centered recovery-oriented systems of care.

In order to address re-occurring report findings and community concern about siloes between government, providers, and communities that create barriers to care, FAU surveyed the BHSUCOD utilizing the Wilder Collaboration Factors Inventory. The inventory is an assessment tool that helps provide an idea of how well interagency collaboration is doing in areas important

to success. It identifies strengths and weaknesses of individual factors in an organization's collaboration and is used to provide an overall score of collaborative success.

The FAU research team used process and outcome evaluations for the BHSUCOD, Master Plan, and Initiatives of person centered recovery oriented systems of care. A thematic analysis was conducted and major themes were created based on interviews. Major themes consisted of barriers, programmatic and purpose.

The Wilder Inventory demonstrated that 80% of the responses were somewhat agree to strongly agree regarding collaboration as indicated by the inventory's indicators. Some of the indicators that received strongly agree responses were:

- The political and social climate seems to be "right" for starting a collaborative project like this one.
- I have a lot of respect for people involved in this collaboration.
- Everyone who is a member of our collaborative group wants this project to succeed

There were also areas identified for improvement including:

- Trying to solve problems through collaboration has been common in this community. It has been done a lot before.
- The organizations that belong to our collaborative group invest the right amount of time in our collaborative efforts.
- Communication among the people in this collaborative group happens both at formal meetings and in informal ways.

The 2024 Plan is intentionally substance agnostic and intended to serve as a roadmap for Palm Beach County to bring to fruition an integrated and coordinated, person-centered, recovery-oriented system of care for anyone with a substance use disorder, behavioral health disorder and/or co-occurring disorders.

The OBHSUD Program Evaluator facilitated processes for subcommittee participants to consider and review previously identified issues and strategies while also soliciting additional input as well as regularly surveyed subcommittee participants as to their familiarity with the 2022 Plan. They and OBHSUD staff considered and reviewed an analysis of feedback received at community forums, provider surveys and related needs assessments and studies.

The recommendations contained within align with the core strategies and approved uses identified in the Settlement Agreement. They also align with the BHSUCOD's overarching priority recommendations and comprise a roadmap for the 2024 Plan for achieving the BCC's articulated strategic priority to establish a person-centered, recovery-oriented system of care.

The BHSUCOD's comprehensive set of recommendations can be found on page 71 in Section IV, Proposed Theory of Action. The Committee developed initial recommendations after review of the 2022 Plan which served as the foundation for it its subsequent work in establishing the 2024 Plan's recommendations. The BHSUCOD found of the 49 total recommendations (22.45 %) of the recommendation were completed; 67.35% of the recommendations are in progress;

and, 10.20% of the recommendations have not yet started. Completed (C) recommendations are defined as recommendations accomplished since 2022. In progress (IP) recommendations have been initiated. And, not yet started (NYS) recommendations have not been initiated.

A draft of the 2024 Plan was publicly released in advance of BHSUCOD review and discussion at its March 14, 2024 Special Meeting. Public comment on the Plan was received at this meeting.

Subsequently, a public comment period was established from March 14, 2024 through March 29, 2024. Thirty six individuals and/or entities provided comments with nearly 150 suggestions, recommendations, resources and edits being received. All responses were received, acknowledged and documented. Several individuals and/or entities submitted more than one set of comments.

The program evaluator and FAU researcher conducted a content and thematic analysis. Comments were incorporated into a comment process sheet. It and all public comments received were publicly released in advance of initial review by the Executive Committee at its April 4, 2024 meeting.

Each response was granted equal weight. The analysis found comments fell into five categories: comments on the 2024 Plan, new content, resources, proof edits and two separate requests for funding. In addition, a thematic analysis was performed. The array of responses made it challenging to reach a 50% saturation threshold for themes. 50% is recognized as thematic saturation. However, related verbiage was grouped and the following themes were identified:

- Support for the Plan Update
- Broken system, continued siloes
- Align work with HIV (including syringe services), BH/SUD, and homelessness
- Affordable, attainable housing for SUD and Mental Health
- Centralized care coordination and crisis stabilization
- Emphasize mental health, youth services, prevention and education

The Executive Committee approved a motion to adopt these six themes for incorporation into the 2024 Plan for consideration by the full BHSUCOD. The full BHSUCOD unanimously voted to adopt the six themes for incorporation into the 2024 Plan at its April 11, 2024 Regular Meeting.

Additionally, the BHSUCOD unanimously voted that the evaluation and monitoring subcommittee be required to include members with licensed medical and clinical behavioral health expertise and the operational guidelines outlining the subcommittee's responsibilities be amended to include providing medical quality assurance that programs adhere to SAMHSA and other evidence-based practices.

The BHSUCOD also unanimously voted that opioid settlement funds be spent 90% on social determinants of health prioritizing housing, recovery supports, care coordination and environmental strategies to include youth, families and community education 10% on deep-end and crisis care.

A discernible outcome of the collective work to date is the setting and execution of a vision to establish a readily accessible, integrated and coordinated recovery-oriented system of care that meets the needs of Palm Beach County residents. A rallying crying if you might that truly places an individual at the center of their care and delivers on an, to date, still illusive recovery-oriented system of care.

In sum, there have been some hard-won gains but the BHSUCOD recognizes how precarious this progress can be viewed by people and families affected by substance use and behavior disorders. Members are reminded day in and day out that its work is not complete.

BHSUCOD re-affirms the 2022 Plan recommendations while incorporating additional recommendations for the 2024 Plan Update. Its critical recommendations are as follows:

A. Overarching Priority Recommendations	
2022	**Status**
1. BCC enactment of ordinance designating lead entity granting it leadership, budget, planning and monitoring authority. 2. Advocate for policies and legislation which advance person-centered, recovery-oriented systems of care and essential services that meet individual's needs and are readily accessible and integrated. 3. Identify and provide sustainable resources (essential services) for individuals re-entering the community such as those provided through the Community Services Department's federal grant research project, Comprehensive Opioid, Stimulant, Substance Abuse Program (COSSAP). (Housing and peer support, care coordination, flex funds). 4. Implement person-centered, recovery-oriented system of care that is readily accessible and integrated inclusive of Neutral Care Coordination; Care Provider Network and Recovery Supports to ease transitions and continuity of care, remove barriers and improve long-term recovery outcomes.	1. C 2. IP 3. IP 4. IP
2024	
1. Recommendation to BCC that the County lead and/or support comprehensive planning process between SEFBHN, HCD and other community partners to drive alignment, coordination, shared commitments, shared accountability, and clarify roles and responsibilities.	

B. Opioid Settlement Recommendations
2024

1. Provide sustainable resources (essential services) including housing, peer support, care coordination, and flex funds which mirrors the federal COSSUP program.
2. Housing should be focused on stable placement as well as affordability and should include transitional, recovery, supportive living and permanent opportunities for individuals with substance use and mental disorders, returning individuals with justice placements, seniors who are under strict financial pressures and living on fixed incomes and youth aging out of foster care.
3. Coordination with the Department of Housing and Economic Development, municipalities and other housing funding sources to support expanding housing opportunities for individuals with substance use and behavioral disorders.
4. Establish a non-conflicted neutral care coordination entity serving as a single point of contact providing assessment, level of care determination, referral, prior authorization and payment of certain care, and, care monitoring across clinical and non-clinical recovery support and social services.
5. Expand Syringe Services Program capacity and opportunities.
6. Expand comprehensive recovery and treatment services, including MAT, for populations with substance use and co-occurring disorders demonstrating high need and prioritizing pregnant and parenting women.
7. Promote recovery-ready work environments and expand transportation and employment opportunities for individuals with SUD and co-occurring MH conditions.
8. Create public awareness campaigns that promote recovery-ready communities focused on improving mental as well as overall health and wellness in order to build resilience in individuals and communities.
9. Create and/or support community-based education or support services for families, youth, and adolescents at risk for SUD and any co-occurring MH conditions which builds resilience, recognizes adverse child experiences and is trauma-informed.
10. Expand County's MH/SUD research capacity and enhance its monitoring, surveillance, data collection, and evaluation capabilities in conformance with SAMHSA quality assurance guidelines and other evidence-based methodologies.
11. Create and/or support community based education to increase awareness and ability to recognize warning signs of different stages for both behavioral and substance use issues.
12. Opioid settlement funds should be spent as follows: 90% on social determinants of health prioritizing housing, recovery supports, care coordination and environmental strategies to include youth, families and community education 10% on deep-end and crisis care.

Subcommittee Priority Recommendations

C. Prevention and Education Priority Recommendations	
2022	**Status**
1. Educate the community regarding: o Impact of substance use on brain development. o Narcan deployment, safe storage / disposal of prescription drugs (i.e. pill drops and drug take back programs) o How to select providers, avoid unethical providers; and, navigate insurance coverage.	1. IP
2024	
1. Engage community (youth included) and professionals reflective of Palm Beach County to participate, increase awareness, and ensure ongoing voice and choice. 2. Foster partnerships among schools, mental health organizations, healthcare providers, and community groups to create a network of support for youth mental health. 3. Support/enhance integrated services in Palm Beach County schools. 4. Support various outlets in community locations that are easily accessible for youth to express and receive support for their behavioral health needs including the arts, exercise, parks, etc. 5. Advocate for family trainings and programs in schools and community-based spaces (recreation centers, religious institutions, grassroots organizations) where families are already. 6. Rethink how providers can be available to deliver services so they are inclusive and meet the diverse needs of the community. 7. Develop non-traditional supports, like peer-to-peer support, to enhance the care system, offer more paths to help, and combat workforce shortages. 8. Support campaigns like the Get Your Green On campaign to spread awareness, encourage open discussion about mental health and trauma, and destigmatize challenges. 9. Educate on Adverse Childhood Experiences (ACEs) and the need for trauma-informed care. 10. Emphasize the importance of coping and self-care plans in building resilience. 11. Support behavioral health technicians' curriculum for high school students and promote MH and SUD professional internships. 12. Expand and support mental health first aide with a goal of one in fifteen citizens in Palm Beach County trained in MHFA, youth MHFA, or other versions.	

D. Public Policy Priority Recommendations	
2022	**Status**
1. Advocate for policies and legislation that improve standards of care including: integration of behavioral and primary health care; adoption of standards of care that are person-centered and recovery-oriented aimed at improving long-term outcomes; and, requirements needed for provider licensure. 2. Advocate for Medicaid expansion.	1. IP 2. IP
2024	
1. Recommendation to BCC that the County lead and/or support comprehensive planning process between the managing entity, Health Care District to drive alignment, coordination, shared commitments, shared accountability, and clarify roles and responsibilities. 2. Engage Palm Beach County policy makers by disseminating Plan and its recommendations. 3. Research, evaluate and recommend changes to federal law mandating 20 year sentence for individuals convicted of death or injury as a result distributing illicit drugs. 4. Add membership to BHSUCOD for individuals or family members of individuals with significant mental illness.	

E. Justice System and Public Safety Priority Recommendations	
2022	**Status**
1. Identify / develop alternative community placements in areas where there are few if any available. 2. Identify and provide sustainable resources (essential services) for individuals re-entering the community such as those provided through the Community Services Department's federal grant research project, Comprehensive Opioid, Stimulant, Substance Abuse Program (COSSAP). (Housing and peer support, care coordination, flex funds). 3. Advocate for the Palm Beach County Sheriff's Office to carry and use Narcan when responding to overdose calls.	1. IP 2. IP 3. C
2024	
1. Work with law enforcement and courts to intervene with offenders' misdemeanors earlier and provide treatment options.	

2. Demonstrate results through efforts like COSSUP and MAPS. 3. Fund more peer-to-peer efforts in SUD, MI, justice and corrections.	

F. Treatment and Recovery Priority Recommendations	
2022	**Status**
1. Advocate for increased Medication Assisted Treatment (MAT) through mobile services which will help individuals who are without transportation and need the continuing support of MAT. 2. Implement person-centered, recovery-oriented system of care that is readily accessible and integrated inclusive of Neutral Care Coordination; Care Provider Network and Recovery Supports to ease transitions and continuity of care, remove barriers and improve long-term recovery outcomes. 3. Develop communication protocols and Memoranda of Understanding (MOU) across provider and funding entities that will facilitate information sharing that allows for seamless transition of clients from one service or provider to another, based on individualized treatment and recovery plans, with appropriate warm hand-offs.	1. C 2. IP 3. IP
2024	
1. Advocate for options for MAT and evaluate efforts 2. Target efforts to address use disorder and pain to prescribers and support the medical community in peer education. 3. Integrate trauma-informed care. 4. For individuals with serious mental illness allow coordination with family members into the EMBARCC program.	

G. Essential Services Priority Recommendations	
2022	**Status**
1. Develop, identify, and maintain a real-time inventory (dashboard) of affordable, safe housing (recovery, supportive, transitional and permanent) for persons in recovery and other persons in recovery with diverse needs. (I.e. pregnant women, women with children, families, LGBTQ+, MAT, co-occurring).	1. NYS 2. IP 3. NYS

2. Identify and disseminate resources to persons in recovery, providers and others related to technical and career training as well as employment services. 3. Establish an Ombudsman and processes to assist individuals removed from, or at risk of being removed, from their housing.	
2024	
1. Create an up to date list of mental health, substance use and co-occurring recovery oriented care options in the County. 2. Implement a housing pilot program. 3. Support permanent affordable and supportive housing. 4. Encourage medical providers to include social determinants of health in diagnosis. 5. Continue to increase behavioral and mental health supports in the community and in schools.	

H. Evaluation and Monitoring Priority Recommendations	
2022	**Status**
1. Collaborate, coordinate, evaluate and disseminate with the Department of Health (O2DA) to obtain and share timely mental and/or substance disorder related data (i.e. RCI, overdose, Narcan deployment, mobile crisis, ER visits) from hospitals, fire rescue, law enforcement, Health Care District, Southeast Florida Behavioral Health Network and Medical Examiner's Office through a dashboard and other means. 2. Identify entities that are currently not reporting data and advocate for them to be required to do so. 3. Deploy RCI specifically with providers and more broadly in the community in order to collect data to determine success in achieving improvements in long-term recovery outcomes as well as overall community wellness.	1. IP 2. IP 3. C
2024	
1. Dashboard for shared data. 2. Evaluate number of MAT options available to individuals. 3. Maximize use of research and RCI data to improve the health and wellness of clients, program participants, policy makers, families, communities, and partners. 4. Expand data collection systems to include data on mental health such as including data from the mobile response teams.	

I. Faith Based Priority Recommendations
2024
1. Engage faith leaders and organizations in the update of the Master Plan and support faith efforts to serve communities. 2. Deploy RCI specifically with faith-based entities in the community in order to collect data to determine success in achieving improvements in long-term recovery outcomes as well as overall community wellness. 3. Advocate funding for Pastor Associations to educate church leaders about recovery-centered resources including Hubs, trauma informed care and importance of destigmatizing substance use and behavioral disorders. 4. Identify associations or agencies specific to various faith groups to take the lead in community education for their faith group.

J. Addiction Stabilization Unit Recommendations
2024
1. In partnership with the Health Care District, contract with one emergency department to serve as an addiction stabilization unit and train fire rescue accordingly. 2. Connect emergency services to an outpatient facility and provide case management and social work assistance. 3. Complete an after action review to assess the use of the model and lessons learned.

IV. Foundational Plan Elements

Looking to the federal Substance Abuse and Mental Health Services Administration (SAMHSA) to inform the County's person-centered, recovery-oriented framework is beneficial. SAMHSA defines recovery as a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential (SAMHSA, Recovery).

SAMHSA reports 50.2 million American adults considered themselves to be in recovery from their substance use and/or mental health problems. With 2 in 3 adults who ever had a mental health problem considered themselves to be recovering or in recovery and 7 in 10 adults who ever had a substance use problem considered themselves to be recovering or in recovery.

SAMHSA's defines recovery from mental disorders and/or substance use disorders as a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.

It delineates Four Major Dimensions of Recovery that support a life in recovery as follows:

- **Health** - Overcoming or managing one's disease(s) or symptoms - for example, abstaining from use of alcohol, illicit drugs, and non-prescribed medication if one has an addiction problem- and for everyone in recovery making informed, healthy choices that support physical and emotional well-being.
- **Home -** Having a stable and safe place to live.
- **Purpose** - Conducting meaningful daily activities, such as a job, school volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society.
- **Community** - Having relationships and social networks that provide support, friendship, love, and hope.

SAMHSA also outlines the operational elements of a ROSC as:

- Collaborative decision-making
- Individualized and comprehensive services and supports
- Community-based services and supports
- Continuity of services and supports
- Multiple stakeholder involvement
- Recovery community / peer involvement
- Outcomes-driven
- Adequately and flexibly funded

> Recovery-oriented systems of care (ROSC) are networks of formal and informal services developed and mobilized to sustain long-term recovery for individuals and families impacted by severe substance use disorders. The system in ROSC is not a treatment agency, but a macro level organization of a community, a state or a nation.
>
> William L. White
> Author, Slaying the Dragon
> The History of Addiction Treatment and Recovery in America

Self-determination and self-direction are the foundations for recovery as individuals define their own life goals and design their unique path(s) towards those goals. Individuals optimize their autonomy and independence, to the greatest extent possible, by leading, controlling, and exercising choice over the services and supports that assist their recovery and resilience. It is essential that the individual become an active partner with care providers in their own recovery process.

A. Development Process

The 2024 Plan has benefited from the collective wisdom and expertise of the BHSUCOD and subcommittee members as well as participants from all fields who met regularly to assess and update strategies and goals for it. Many of the contributors are themselves individuals with lived experience, parents of loss, and individuals who work or have worked in the fields of behavioral health and substance use disorders.

Also contributing to this plan were community champions, representatives from non-profit organizations and county agencies and analyses of community cafés, focus groups and input by participants of the County's fifth annual Facing the Crisis events held in September 2023.

The BHSUCOD subcommittees and OBHSUD staff began development of the Plan Update by assessing each of the strategies and objectives from the 2022 Plan.

The 2019 Behavioral Health Assessment (Assessment) was again considered and the following recommendations are affirmed:

- Develop a common language including the ***use of system-wide taxonomies***, data sharing and common outcome measurements.
- Enhance "no wrong door policies and practices" and ***development of a central assessment and care coordination system*** for the community.
- Continue utilization of system-wide evidence-based practices including the ***development of a true Recovery-Oriented System of Care (ROSC)*** and a comprehensive implementation of care coordination and wraparound services.
- Provide ***peer support in other systems*** beyond behavioral health and child welfare. (The Ronik-Radlauer Group., 2019)

Also noted was the fact that while progress has been made through assessing the BHSUCOD's collaborative efforts silos remain and opportunities to improve were identified as follows:

- Expanding efforts to educate the community about behavioral health to increase awareness and decrease stigma;
- Having providers, funders, and other stakeholders work together to address the behavioral health needs in Palm Beach County;
- Break down silos across sectors, populations, and communities;
- Examine outcomes, which is critical to an understanding of the effectiveness and efficacy of services provided; *and*

- Have funders of behavioral health services collaborate through the potential development of shared data and shared outcomes.

The BHSUCOD affirms the Assessment's recommendations that the CSD focus its funding allocations on the Support Services category to include: expanding care coordination to populations that are not considered "high utilizers", encourage wraparound case management for all populations and prioritize funding for individuals and families experiencing co-occurring psychiatric, substance use and other complex conditions.

Currently, there are eight (8) subcommittees designed to align with the BCC's strategic priorities within behavioral health and substance use disorders. The subcommittees are:

1. Prevention and Education
2. Treatment and Recovery
3. Public Policy
4. Justice System and Public Safety
5. Evaluation and Monitoring
6. Essential Services
7. Faith Based
8. Addiction Stabilization Unit

B. Infrastructure

Implementing and operationalizing an integrated, coordinated person-centered, recovery-oriented system of care requires a foundation (i.e., infrastructure) to be in place. This infrastructure must consist of:

- A continuum of care starting with prevention and including early intervention, treatment, and long-term recovery.
- Neutral care coordination.
- Utilization of valid tools to identify appropriate levels of care throughout the continuum.
- Provide for movement across and between levels of care as needed
- Be evaluated and monitored to ensure data are being collected, analyzed and used to inform outcomes, measure the impact and effectiveness of strategies and assess long-term recovery outcomes, and adjust strategies as necessary.

Client satisfaction and measures of wellness through recovery capital indexing also must be obtained to ensure that the focus remains on individualized needs. Accordingly, the system must be able to rely and capitalize on:

- Cross-agency cooperation and communication
- Person-centered individualized planning
- Outcomes as a measure of success, rather than measuring success by completion of treatment

- Funding that emphasizes and supports the development of community-based and accessible (in the broadest sense) resources

Barriers that affect engagement in treatment and recovery, such as premature medical facility discharges, must be continually identified and removed. Providers must recognize the importance of communicating with each other for shared clients and the necessity of collecting and using data to promote genuine and holistic individualized care. Recovery is a journey, regardless of substance used or pathway taken. Treatment is simply a step on the path to recovery that requires planning and individualization of recovery supports. This and building resilience are the key to success and will save lives as well as help reduce repeated cycling in and out of deep-end treatment.

C. **Neutral Care Coordination**

Neutral Care Coordination (NCC) is an essential building block for establishing this *system of care*. It is defined as services provided by a non-conflicted, neutral body functioning as a single point of entry for referrals to providers. Services include assessment, initial level of care determination, referral, and care coordination across a continuum of clinical and non-clinical care, as well as prior authorization and payment of certain care.

Neutral Care Coordination values individualized care and individual choice in development of care plans. Individualized care plans are the primary drivers of care engagement and are aimed at achieving successful, seamless movement along a continuum of clinical care through non-clinical recovery support and social services to improve long-term recovery outcomes.

Neutral care coordinators are not tied to any provider organization and are responsible for assessing and referring individuals based on identified need, rather than based on availability within a particular entity. It incorporates neutrality into "[c]are coordination … deliberately organizing patient care activities and sharing information among all of the participants concerned with a patient's care to achieve safer and more effective care. This means that the patient's needs and preferences are known ahead of time and communicated at the right time to the right people, and that this information is used to provide safe, appropriate, and effective care to the patient". This model is utilized for chronic medical conditions, so substance use disorders, which are chronic health conditions, should be handled in the same manner.

Utilizing an unaffiliated, external, neutral specialist as a care coordinator is the most effective and unbiased way to obtain a true person-centered, recovery-oriented system of care while at the same time contributing to the elimination of unnecessary and duplicative services and repetitive cycling into deep-end treatment without any differences in outcomes. Providing care based on need is expected to free up financial resources that can be invested into community-based care, which is imperative for client access.

Neutral Care Coordination embeds the idea that individuals in recovery do not need the added obstacle of navigating an unconnected set of supports on their own. As such, there must be shared responsibility and accountability across providers to ensure that individuals are seamlessly transferred from the care of one provider to the next in a way that supports the individual and facilitates connection to identified and necessary services and supports.

Neutral care-coordinators can fulfill this role and providers also can support these practices by facilitating warm transfers of their clients, creating an atmosphere of transparency before, during and after such transfers, and by keeping focused on patient needs, choices and outcomes. Regardless of where or when transfers of clients occur, the expectation must be that there is cooperation and communication between providers which takes place electronically, over the phone, face-to-face, or via video-chat.

D. Utilization of Valid Tools to Identify Appropriate Levels of Care

Measurements to assess and inform individualized needs should include but not be limited to the use of the following validated tools and strategies:

- Screening, Brief Intervention, and Referral to Treatment (SBIRT)
- Depression and Suicide screenings
- American Society of Addiction Medicine (ASAM) criteria or Level of Care Utilization System (LOCUS) or child and adolescent level of care utilization system (CA LOCUS) to determine appropriate levels of care
- Completion of the Adverse Childhood Experiences (ACEs) and resiliency questionnaire.
- Completion of the Recovery Capital Index (RCI)
- Use of Motivational Interviewing and trauma informed care.

Throughout an individual's journey of recovery, the neutral care coordinator should continually engage the client to assess if any additional supports or services are needed for recovery as well as to identify and help remove barriers that may make, stall or hinder progress while in recovery. Additionally, there should be regular check-ins to ensure services and supports continue to be effective and needed.

Recovery and peer supports are critical to individual recovery and serve as the underpinning of the system of care model described heretofore. RCOs and RCCs help individuals build relationships, increase their social capital, learn how to apply new or re-learned recreational skills in a sober environment and build confidence in their ability to remain in recovery long-term.

Recovery capital is a concept that respects the entire presence and experience of a person. Most definitions of recovery capital — like the one below — shift the focus from the reasons one has an addiction to the components that promote recovery. "Whether we're in a state of addiction or in a state of recovery, we're still pulling from the same social, economic, and environmental components that promote or hinder wellbeing. Recovery, like life for someone not affected by addiction, is an ongoing dialogue with those components. We can best think of recovery capital as a specialized representation of wellbeing".

> Recovery Capital is the depth and breadth of internal and external resources that can be used by someone to begin and sustain wellness from addiction.
>
> (Granfield & Cloud, 1999).

The RCI is a "scientifically validated survey instrument that provides a multidimensional measure of wellbeing. It effectively measures change regardless of treatment modality or intervention at individual and population levels. Care can be personalized, while individuals see success reinforced." The RCI has also been validated through research and is used to guide treatment and assess recovery.

E. Provision for Movement Across and Between Levels of Care

Anyone who enters the *system of care* should expect to be treated with dignity and in a culturally and linguistically respectful manner. Clients must be assessed holistically to ensure that they have access to what they require in terms of individually identified needs, including, but not limited to: housing, education and/or training for employment, mental health services, substance use treatment, community connections, safe spaces for peer connections, attention to physical health and access to nutritious food and safe water.

F. Evaluate and Monitor Data Collected and Analyze to Inform Outcomes

Required data must be valid, reliable, and timely. For providers that contract with CSD OBH-SUD, data are to be entered into the identified system in the manner called for and at the times required. Data are critical for determining if outcomes are improving and where focus may need to be redirected or intensified. Data should be continually reviewed, shared with individuals and used for decision making. The RCI, a measure of recovery wellness, provides a unique opportunity to engage clients and when combined with motivational interviewing, has the advantage of helping clients hypothesize reasons and possible actions based on what they see from their own results and scores over time.

In addition, gathering data on programs to determine if they are utilizing evidence-based practices. Practices such as trauma-informed care, trauma-informed cognitive behavioral therapy, parent-child interaction therapy, multi-systemic therapy, brief strategic family therapy, or other evidence-based practice models.

G. Contractual relationships

Contracts must focus on short and long-term outcomes, clearly define accountability, expected outputs and outcomes, and provide clear definitions of process metrics, anticipated outcomes measures and expectations of contractors. Contracts must require providers to communicate with each other, share data on common clients with client consent and ensure that each client's voice is heard.

Additionally, identical or substantially similar services should not be provided simultaneously to any individual, nor should any clients receiving services from more than one provider hear conflicting information from multiple providers. Further, clients should not be left to navigate through the system of care (providers, resources, etc.) on their own.

These kinds of tasks are for neutral care coordinators who should be working with individuals, identifying whether services are meeting needs and if not, re-referring and removing any barriers that will help ensure a true "no wrong door" approach. This includes behavioral health and co-occurring conditions as well as complex cases. Contractors must be held accountable fiscally and substantively. Reimbursements or payments are to be clearly supported by documentation according to contractual obligations.

Contracts in behavioral health and substance use disorders must be:

- Transparent on permitted spending and documentation for reimbursement
- Providers must have qualified staff who will work with clients that have complex issues
- Staff must have the capacity and ability to implement services and supports with fidelity
- Staff must be knowledgeable and able to implement effective practices
- Staff must utilize strategies premised on equity and multicultural awareness
- Staff must be able to tailor approaches and strategies on an individualized basis
- Staff must be able to establish short and long term goals with expected outcomes in individualized, person-centered plans
- Programs and services should routinely assess client satisfaction with both the provided services and the specific provider(s) and/or entity and
- Contractors should ensure clients experience smooth transitions with warm-hand-offs.

Client essential needs must be considered and planned for in a recovery-oriented manner. Additionally, when developing a budget utilizing a per-person, per-contact, or per-service as the defined "unit of cost" will not be sufficient. Instead, costs are to be based on quality of services, established recovery-oriented outcomes and quantifiable costs that are directly attributed to an individual and the actual services that were provided.

Services and supports should not only be available to those who can afford them or for individuals that are fortunate enough to get "scholar-shipped in". Implementing a person-centered, recovery-oriented system of care requires a focus on the person's needs and also the acceptance of each individual at the point in time when their individual journey to recovery begins.

VI. Proposed "Theory of Action" for getting to a coordinated person-centered, recovery-oriented system of care.

Beginning with the end in mind, this theory of action provides strategies and steps that will enable Palm Beach County, through neutral care-coordination and a coordinated network of public and private sector providers to realize its goal of implementing a person-centered recovery oriented system of care that is both integrated and coordinated across and between providers. A system that recognizes the importance of looking at individuals holistically and actualizes a "no wrong-door" approach through warm hand-offs and coordinated follow-up care that addresses essential needs and services that support long term recovery.

Typically, a Theory of Action describes how a project or a program is designed and set up. It articulates the mechanisms through which the activities are being delivered, e.g. through which actors (for example, NGOs, government or markets) and following which processes (for example, grants to NGOs disbursed from a challenge fund, provision of technical assistance, advocacy activities, or the establishment of partnerships). (Coffee) Additionally, within each of the following "buckets" the BHSUCOD subcommittees have identified a number of issues and strategies to address them which comprise the roadmap for this Strategic Plan.

A. Opioid Settlement

Palm Beach County has been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the pharmaceutical industry which fueled an opioid epidemic and exacted a high price in overdose deaths as well as significant harm to families, friends and the Palm Beach County community at large. It is only fitting that the Settlement funds realized should be dedicated to effectuating the BCC's aims of establishing a person-centered, recovery-oriented system of care that promotes resilience and recovery. These funds should be appropriated in a targeted way to ensure this aim is achieved and adheres to the Plan Update's mission, vision and values, guiding principles as well as research and evidence.

Issues – Opioid Settlement	
1. Palm Beach County and its residents were harmed by acts of the pharmaceutical industry causing an opioid epidemic. 2. Ensure Settlement funds are appropriately leveraged to address these harms.	
Why	
1. Settlement funds can effectuate establishment of person-centered, recovery-oriented system of care.	
How (strategies)	
1. Provide sustainable resources (essential services) including housing, peer support, care coordination, and flex funds which mirrors the federal COSSUP program. 2. Housing should be focused on stable placement as well as affordability and should include transitional, recovery, supportive living and permanent opportunities for individuals with substance use and mental disorders, returning individuals with justice placements, seniors who are under strict financial pressures and living on fixed incomes and youth aging out of foster care.. 3. Coordination with the Department of Housing and Economic Development, municipalities and other housing funding sources to support expanding housing opportunities for individuals with substance use and behavioral disorders.. 4. Establish a non-conflicted neutral care coordination entity serving as a single point of contact providing assessment, level of care determination, referral, prior authorization and payment of certain care, and, care monitoring across clinical and non-clinical recovery support and social services. 5. Expand Syringe Services Program capacity and opportunities.	

6. Expand comprehensive recovery and treatment services, including MAT, for populations with substance use and co-occurring disorders demonstrating high need and prioritizing pregnant and parenting women. 7. Promote recovery-ready work environments and expand transportation and employment opportunities for individuals with SUD and co-occurring MH conditions. 8. Create public awareness campaigns that promote recovery-ready communities focused on improving mental as well as overall health and wellness in order to build resilience in individuals and communities. 9. Create and/or support community-based education or support services for families, youth, and adolescents at risk for SUD, mental health disorders and any co-occurring MH conditions which builds resilience, recognizes adverse child experiences and is trauma-informed. 10. Expand County's MH/SUD research capacity and enhance its monitoring, surveillance, data collection, and evaluation capabilities in conformance with SAMHSA quality assurance guidelines and other evidence-based methodologies.. 11. Create and/or support community based education to increase awareness and ability to recognize warning signs of different stages for both behavioral and substance use issues. 12. Opioid settlement funds should be spent as follows: 90% on social determinants of health prioritizing housing, recovery supports, care coordination and environmental strategies to include youth, families and community education 10% on deep-end and crisis care.	
Accountability	
1. Complete monitoring, surveillance and evaluation of initiatives related to Settlement funds. 2. Development tracking systems for essential services initiated through these Settlement funds. 3. Contracts and agreements established with Settlement funds shall integrate recovery capital indexing as well as other health and wellness measures.	

B. Prevention and Education

Evidence-based prevention programs can dramatically reduce rates of substance use and SUD. These programs can also be highly cost-effective. Rigorous evaluations have found many prevention programs are good long term economic investments, returning more to society than they cost. Evidence-based prevention interventions, especially those that focus on early childhood, do more than decrease drug use; they also reduce mental health problems and crime and promote academic motivation and achievement. Thus, these programs can have tremendous, long-term benefits for the children and families they serve, as well as for society as a whole. The Prevention and Education subcommittee's responsibilities are to include, but not be limited to, establishing prevention and harm-reduction activities and education for residents in schools and communities.

Issues – Prevention and Education	
Why	
1. Too many residents are overdosing or dying as a result of substance use disorders. 2. Tailored education, prevention and interventions will provide residents with a better understanding of warning signs of mental and substance use disorders.	
How (strategies)	
2022	**Status**
1. Develop prevention programs at different levels (individual, family, school, faith-based organizations) that are tailored to specific target population needs. 2. Develop, disseminate community readiness surveys and results to inform development of targeted interventions. 3. Create dashboard reporting on current trends and mapping by zip code. 4. Develop a Countywide Strategic Prevention Framework which targets specific community conditions to reduce opportunities for substance use and to enhance healthy lifestyle choices. 5. Educate the community regarding: o Impact of substance use on brain development. o Narcan deployment, safe storage / disposal of prescription drugs (i.e. pill drops and drug take back programs) o How to select providers, avoid unethical providers; and, navigate insurance coverage. 6. Train educators on early warning signs and symptoms of mental and substance use disorders and school nurses on evidence-based assessment screening tools. 7. Advocate for mental illness, substance use disorder and trauma training in schools of medicine and pharmacy; and with emergency room and healthcare professionals, first responders and pharmacists. 8. Develop a Good Samaritan Law public awareness campaign. 9. Establish a media committee responsible for developing a communications plan.	1. IP 2. IP 3. IP 4. C 5. IP 6. IP 7. IP 8. C 9. IP
2024	
1. Engage community (youth included) and professionals reflective of Palm Beach County to participate, increase awareness, and ensure ongoing voice and choice. 2. Foster partnerships among schools, mental health organizations, healthcare providers, and community groups to create a network of support for youth mental health.	

3. Support/enhance integrated services in Palm Beach County schools. 4. Support various outlets in community locations that are easily accessible for youth to express and receive support for their behavioral health needs including the arts, exercise, parks, etc. 5. Advocate for family trainings and programs in schools and community-based spaces (recreation centers, religious institutions, grassroots organizations) where families are already. 6. Rethink how providers can be available to deliver services so they are inclusive and meet the diverse needs of the community. 7. Develop non-traditional supports, like peer-to-peer support, to enhance the care system, offer more paths to help, and combat workforce shortages. 8. Support campaigns like the Get Your Green On campaign to spread awareness, encourage open discussion about mental health and trauma, and destigmatize challenges. 9. Educate on Adverse Childhood Experiences (ACEs) and the need for trauma-informed care. 10. Emphasize the importance of coping and self-care plans in building resilience. 11. Support behavioral health technicians' curriculum for high school students and promote MH and SUD professional internships. 12. Expand and support mental health first aide with a goal of one in fifteen citizens in Palm Beach County trained in MHFA, youth MHFA, or other versions.	
Accountability	
1. Track trainings and activities provided and detail type, target audience, number of participants, and outcomes achieved, demographics of participants, location of activity and feedback from community. 2. Track community readiness activities and detail assessments conducted, target community, and any outcomes achieved. 3. Track progress and completion of the Strategic Prevention Framework. 4. Track progress and completion of other prevention and education strategic objectives.	

C. Public Policy

Public policy seeks to define issues and implement strategies that will produce a measurable and positive result for the general public. It defines a problem, gathers evidence, identifies causes, reviews any current policies, and strategizes solutions that anticipate the social response. Careful consideration of benefits and costs are key factors in implementing a policy that will elicit a positive, measurable outcome. The Public Policy

subcommittee's responsibilities are to include, but not be limited to, identifying, reviewing, and monitoring related public policies and legislation; and engaging, educating, and informing public officials, key strategic partners and constituency members in advancing sound public policy.

Issues – Public Policy	
1. Need for better alignment of behavioral health system of care entities to effectuate collaborative budgeting and planning and implementation of the Board's strategic aim to establish a person-centered, recovery-oriented system of care that is readily accessible and integrated. 2. There is no enforcement of the federal mental health parity law. 3. Mental and substance use disorder providers are currently regulated by the Department of Children and Families (DCF) which is regulatory inconsistent when these disorders are viewed as a primary health issue and should be moved from DCF to the Department of Health. 4. Add membership to BHSUCOD for individuals or family members of individuals with significant mental illness.	
Why	
1. Mental Health Parity enforcement will allow County residents to have reliable access to a wide range of mental health, substance use and co-occurring disorder services; a choice of providers; and, be given recourse to effectively challenge caps on services. 2. Consistent with the charge of the advisory committee as stated in the county resolution "to enhance the County's capacity and effectiveness in formulating comprehensive, integrated, and effective behavioral health, substance use and co-occurring disorders prevention, treatment, support, and recovery policies."	
How (strategies)	
2022	**Status**
1. BCC enactment of ordinance designating lead entity granting it leadership, budget, planning and monitoring authority. 2. Advocate for the reinstatement of statewide Drug Czar's Office and dedicated funding for it. 3. Advocate for policies and legislation which advance person-centered, recovery-oriented systems of care that are readily accessible and integrated. 4. Advocate for policies and legislation that improve standards of care including: integration of behavioral and primary health care; adoption of standards of care that are person-centered and recovery-oriented aimed at improving long-term outcomes; and, requirements needed for provider licensure.	1. C 2. C 3. IP 4. IP 5. IP 6. IP 7. NYS 8. C 9. C

5. Advocate for Medicaid expansion. 6. Educate the community on how to report non-compliance with parity laws. 7. Transfer regulatory responsibility for mental and substance use disorder services from Department of Children and Families to the Department of Health. 8. Advocate that the Florida Opioid Abatement Task Force have at least one physician and at least one representative from an organization that works with individuals with mental, substance use and/or co-occurring disorders and at least one person to represent parents of loss, individuals with lived experience, or individuals in recovery. 9. Develop spending plan for settlement funds that is strictly for funding mental health, substance use and co-occurring disorder services.	
2024	
1. Recommendation to BCC that the County lead and/or support comprehensive planning process between the managing entity, Health Care District to drive alignment, coordination, shared commitments, shared accountability, and clarify roles and responsibilities. 2. Engage Palm Beach County policy makers by disseminating Plan and its recommendations. 3. Research, evaluate and recommend changes to federal law mandating 20 year sentence for individuals convicted of death or injury as a result distributing illicit drugs.	
Accountability	
1. Track progress and enactment of legislation: o Designating a County lead entity. o Making parity enforceable. o Placing Mental Health and Substance Use Disorders under the State Department of Health. o De-criminalizing fentanyl test strips. o Expanding Baker and Marchman Act. o Expanding housing inventory for persons in recovery. 2. Track progress of Florida Opioid Abatement Task Force recommended membership. 3. Track progress on Opioid Settlement Plan for funding mental health, substance use and co-occurring disorder services. 4. Track progress and completion of other public policy strategic objectives.	

D. Justice System and Public Safety

Individuals with mental and substance use disorders involved with the criminal justice system has enormous fiscal, health, and human costs and remain a challenge. It is well known, many offenders with mental and substance use disorders still do not receive treatment during incarceration. This is not only a disservice to the offenders and their families; it is a threat to public safety. Diverting these individuals away from jails and prisons and toward more appropriate and culturally competent community-based care must be an essential component of any strategies aimed eliminating unnecessary involvement in the criminal justice system.

Issues – Justice System and Public Safety	
1. Low utilization of drug- and related courts and lack of diversion services to decrease criminalization of substance use disorders and/or co-occurring disorders. 2. Individuals released from incarceration frequently do not remain engaged in services and often recidivate due to a lack of stable housing, support services and care coordination. 3. Law enforcement transport of individuals in mental health crisis.	
Why	
1. County correctional facilities and law enforcement personnel have become a de-facto system of care that is expensive, promotes inequity and does not promote recovery.	
How (strategies)	
2022	**Status**
1. Identify / develop alternative community placements in areas where there are few if any available. 2. Identify and provide sustainable resources (essential services) for individuals re-entering the community such as those provided through the Community Services Department's federal grant research project, Comprehensive Opioid, Stimulant, Substance Abuse Program (COSSAP). (Housing and peer support, care coordination, flex funds). 3. Develop plan to expand law enforcement partnerships and data access to increase ability to target over-prescribers. 4. Advocate for the Palm Beach County Sheriff's Office to carry and use Narcan when responding to overdose calls.	1. IP 2. IP 3. C 4. C
2024	
1. Work with law enforcement and courts to intervene with offenders' misdemeanors earlier and provide treatment options. 2. Demonstrate results through efforts like COSSUP and MAPS. 3. Fund more peer-to-peer efforts in SUD, MI, justice and corrections.	
Accountability	

1. Track diversion programs and maintain a system that will enable appropriate referrals, real-time availability and criteria for enrollment. 2. Track numbers of individuals who are enrolled in diversion programs and related outcomes. 3. Track progress and completion of other justice system and public safety strategic objectives.	

E. Treatment and Recovery

Individuals with mental and substance use disorders involved with the criminal justice system has enormous fiscal, health, and human costs and remain a challenge. It is well known, many offenders with mental and substance use disorders still do not receive treatment during incarceration. This is not only a disservice to the offenders and their families; it is a threat to public safety. Diverting these individuals away from jails and prisons and toward more appropriate and culturally competent community-based care must be an essential component of any strategies aimed eliminating unnecessary involvement in the criminal justice system. The Treatment and Recovery subcommittee's responsibilities are o include, but not be limited to, establishing a coordinated Recovery-Oriented System of Care (ROSC); integrated behavioral health; expanding Peer Recovery Support Services (e.g., Recovery Community Organization/Recovery Community Centers (RCO/RCCs); access to Medication-Assisted Treatment (MAT); and creating a neutral care coordination entity.

Issues – Treatment and Recovery	
1. On-going silos when it comes to client care and fragmentation/disjointed care from multiple treatment, social and recovery support providers. 2. Determinations of client treatment that are based on the services available at a particular provider, rather than on individualized needs; 3. Ineffective transitioning of clients from one level of care or one service provider to another. 4. Lack of timely sharing of needed treatment information among providers. 5. Lack of monitoring and follow-up to ensure client engagement. 6. Lack of accountability and agreed upon responsibilities among multiple treatment, social and recovery support providers serving one client. 7. Getting access to care at reasonably comparable reimbursement rates and overcoming hurdles such as a lack of transportation to get to a provider are barriers to getting help for behavioral health, substance use and/or co-occurring disorders. 8. Having the right type of treatment at the right time for clients is a barrier to obtaining the services and supports needed to get to recovery.	

9. Insurance can often be a barrier to obtaining needed services and it can also restrict the number of days that services are able to be provided. 10. Lack of detoxification services for benzodiazepines. 11. There are insufficient recovery support services (i.e. housing, transportation) for persons discharged from the Addiction Stabilization Unit and provider settings. 12. Where and how individuals get to services and supports for care and treatment of behavioral health and/or substance use disorders is too frequently based on where and by whom they are screened and assessed for services, treatment, or care.	
Why	
1. A "no wrong-door" person-centered, recovery-oriented system of care approach will help identify and remove barriers (including access related barriers) and serve as a bridge between providers and needed recovery supports. 2. Without reasonable reimbursement rates, the few existing providers will not provide needed services and getting help will be more difficult, especially with provider shortages. 3. Access to properly trained providers who have availability is a critical prerequisite for clients seeking care that is person-centered and recovery oriented. 4. Without sufficient coverage, many individuals are challenged to find providers that will work with them and/or have choices limited by the availability of providers who are able to work with a client and obtain a scholarship on their behalf. 5. PBC residents will be able to access individually identified services that are based on person-centered informed choice and individualized recovery plans	
How (strategies)	
2022	**Status**
1. Implement person-centered, recovery-oriented system of care that is readily accessible and integrated inclusive of Neutral Care Coordination; Care Provider Network and Recovery Supports to ease transitions and continuity of care and remove barriers. 2. Reimburse virtual care at competitive rates and that are comparable to face-to-face rates in order to increase the number of potential clients that will be able to secure behavioral health services. 3. Advocate for increased Medication Assisted Treatment (MAT) through mobile services which will help individuals who are without transportation and need the continuing support of MAT.	1. IP 2. C 3. C 4. IP 5. IP 6. IP 7. IP 8. IP 9. IP 10. IP 11. IP

4. Utilize medical detailing to educate physicians and emergency room personnel on MAT and Screening, Brief Intervention and Referral to Treatment (SBIRT). 5. Educate the community about MAT, including non-traditional partners and the faith-based community. 6. Educate providers on prescription monitoring. 7. Engage post-secondary institutions and other entities to recruit and educate students to become licensed and certified clinicians. 8. Identify and provide training opportunities in evidence-based, evidence-informed promising practices. 9. Identify and develop alternative funding sources for un- or under- insured individuals. 10. Engage and educate health insurers about mental, substance use and co-occurring disorders and co-occurring disorders which will involve community members in outreach efforts. 11. Engage the recovery community to recruit and educate persons with lived experience to become Certified Recovery Peer Specialist (CRPS). 12. Develop policies and trainings for neutral care coordination that will ensure essential skills related to the implementation of the County's system of care model. 13. Collaborate and coordinate across entities serving individuals with substance use disorders and/or co-occurring mental health and substance use disorders 14. Develop communication protocols and Memoranda of Understanding (MOU) across provider and funding entities that will facilitate information sharing that allows for seamless transition of clients from one service or provider to another, based on individualized treatment and recovery plans, with appropriate warm hand-offs.	12. IP 13. IP 14. IP
2024	
1. Advocate for options for MAT and evaluate efforts 2. Target efforts to address use disorder and pain to prescribers and support the medical community in peer education. 3. Integrate trauma-informed care. 4. For individuals with serious mental illness allow coordination with family members into the EMBARCC program.	
Accountability	
1. Develop and maintain resource that identifies programs that are available, criteria for acceptance into programs, types of services and how to access programs (i.e., referrals to whom and how to ensure referral is acted upon.)	

2. Develop MOU related to data sharing across agencies. 3. Track number of individuals served by the ASU and related outcomes. 4. Track number of warm-handoffs through neutral care coordination and related outcomes. 5. Track status and implementation of neutral care coordination proposal. 6. Track progress and completion of other treatment and recovery strategic objectives.	

F. Essential Services

Essential Services (formerly Ancillary Services) more accurately reflects the critical nature of key long-term predictors of long-term recovery outcomes (i.e. housing stability, employment, strong family/society connection, altruism) to achieving the BCC's aim to establish a person-centered, recovery-oriented system of care that is readily accessible and integrated. These and other predictors are also referred to as social determinants of health which are conditions in the environments people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. Social determinants have a major impact on health outcomes-especially for the most vulnerable populations and must be considered when providing person-centered, recovery-oriented care. Thus, when resources are available to overcome negative social determinants of health, they can have a significant impact on individual and population health outcomes. The Essential Services subcommittee's responsibilities are to include, but not be limited to, advancing social determinants of health such as food, housing, employment, education, access to medical care, and the collateral consequences of criminal justice involvement.

Issues – Essential Services	
1. Insufficient inventory of available, affordable, safe housing (recovery, supportive, transitional and permanent) for persons in recovery and other persons in recovery with diverse needs. (i.e. pregnant women, women with children, families, LGBTQ+, MAT, co-occurring) 2. Lack of awareness of existing career and job assistance programs.	
Why	
1. Sufficient inventory of safe, supportive, affordable, alcohol and drug-free housing and employment opportunities are key predictors of long-term recovery outcomes.	
How (strategies)	
2022	**Status**

1. Collaborate with Florida Association of Recovery Residences and the State Attorney Addiction and Recovery Task Force to oversee recovery residences and deploy Recovery Capital Indexing. 2. Collaborate with Oxford House to include its inventory in accounting of available, affordable, safe housing and substance-free living spaces. 3. Develop, identify, and maintain a real-time inventory (dashboard) of affordable, safe housing (recovery, supportive, transitional and permanent) for persons in recovery and other persons in recovery with diverse needs. (I.e. pregnant women, women with children, families, LGBTQ+, MAT, co-occurring). 4. Develop respite capacity lost because of Ted's Place closure to include housing first like options for those actively using. 5. Establish an Ombudsman and processes to assist individuals removed from, or at risk of being removed, from their housing. 6. Establish a recovery high school program. 7. Identify and disseminate resources to persons in recovery, providers and others related to technical and career training as well as employment services. 8. Educate the recovery community about existing and emerging public transportation services programs. 9. Conduct Americans with Disabilities Act (ADA) trainings.	1. IP 2. IP 3. NYS 4. IP 5. NYS 6. NYS 7. IP 8. IP 9. NYS
2024	
1. Create an up to date list of mental health, substance use and co-occurring recovery oriented care options in the County. 2. Implement a housing pilot program. 3. Support permanent affordable and supportive housing. 4. Encourage medical providers to include social determinants of health in diagnosis. 5. Continue to increase behavioral and mental health supports in the community and in schools.	
Accountability	
1. Track progress and completion real-time inventory of available, affordable, safe housing homes. 2. Track progress and completion of career preparation and employment services resources made available for persons in recovery. 3. Track progress and completion of other essential services strategic objectives.	

G. Evaluation and Monitoring

Evaluation and monitoring are critical for assessing the range of interventions being implemented to mental and substance use disorders. It helps determine exactly when an intervention is on track and when changes may be needed. Evaluation and monitoring are also used to demonstrate that efforts have had a measurable impact on expected outcomes and have been implemented effectively. It is essential in helping managers, planners, implementers, and policy makers acquire the information needed to make informed policy and programmatic decisions; guide strategic planning; design and implement programs; and allocate resources. The Evaluation and Monitoring subcommittee's responsibilities are to include, but not be limited to, implementing a Recovery Capital instrument; measuring and tracking treatment outcomes across the care continuum using advanced analytics to establish evidence-based best practices; increasing Committee member participation in monitoring of publicly funded treatment and recovery programs and services.

Issues – Evaluation and Monitoring	
1. Numerous gaps and barriers still remain for obtaining data needed to see the trends and determine areas in which additional focus and attention. 2. Historic treatment outcome data (i.e. successful treatment discharge) is not a reliable measure related to the County's goal of improving long-term recovery outcomes and quality of care.	
Why	
1. Without data it is not possible to see patterns and trends and make data-informed decisions.	
How (strategies)	
2022	**Status**
1. Collaborate, coordinate, evaluate and disseminate with the Department of Health (O2DA) to obtain and share timely mental and/or substance disorder related data (i.e. RCI, overdose, Narcan deployment, mobile crisis, ER visits) from hospitals, fire rescue, law enforcement, Health Care District, Southeast Florida Behavioral Health Network and Medical Examiners Office through a dashboard and other means. 2. Identify entities that are currently not reporting data and advocate for them to be required to do so. 3. Deploy RCI specifically with providers and more broadly in the community in order to collect data to determine success in achieving improvements in long-term recovery outcomes as well as overall community wellness.	1. IP 2. IP 3. C 4. IP

4. Utilize Overdose Mapping (High Intensity Drug Trafficking Areas (HIDTA)) data.	
2024	
1. Dashboard for shared data. 2. Evaluate number of MAT options available to individuals. 3. Maximize use of research and RCI data to improve the health and wellness of clients, program participants, policy makers, families, communities, and partners. 4. Expand data collection systems to include data on mental health such as including data from the mobile response teams.	
Accountability	
1. Track progress and completion of data dashboard. 2. Track utilization of RCI surveys and the number of housing, education and employment opportunities that have been initiated and provided based on needs identified through the survey results. 3. Review and analyze data and prepare quarterly reports to the Advisory Committee which addresses data quality and additional data needs. 4. Track progress and completion of other evaluation and monitoring strategic objectives.	

H. Faith-based

Faith, spirituality and altruism play an important role in achieving long-term recovery outcomes. Faith and community leaders are often the first point of contact when individuals and families face substance use, mental and co-occurring disorders. The Faith-based subcommittee's responsibilities are to include, but not be limited to, advancing inter-faith understanding of mental illness and substance use disorder and the important role of faith communities in a recovery oriented system of care environment.

Issues – Faith-based	
1. Faith leaders have developed innovative strategies like Recovery Church to serve as a point of entry and support for substance use disorder and behavioral health.	
Why	
2. The faith-based community in Palm Beach County plays a pivotal role in community efforts as part of a ROSC.	
How (strategies)	
1. Engage faith leaders and organizations in the update of the Master Plan and support faith efforts to serve communities.	

2. Deploy RCI specifically with faith-based entities in the community in order to collect data to determine success in achieving improvements in long-term recovery outcomes as well as overall community wellness. 3. Advocate funding for Pastor Associations to educate church leaders about recovery-centered resources including Hubs, trauma informed care and importance of destigmatizing substance use and behavioral disorders. 4. Identify associations or agencies specific to various faith groups to take the lead in community education for their faith group.	
Accountability	
1. Track engagement of faith based leaders in subcommittees and the Advisory Committee. 2. Track utilization of RCI surveys competed through faith based entities.	

I. Addiction Stabilization Unit (ASU)

The ASU is a unique public-private partnership designed to address the immediate and critical care of individuals experiencing medical emergencies due to opioid or other substance use disorders. The model as originally designed, provided a central location with an emergency room component that allowed for lifesaving overdose intervention delivered within the ASC and a "warm hand off" to an adjacent outpatient clinic operated by Health Care District where medication for opioid disorder and other medication assisted treatments and behavioral health services could be initiated or continued by a specialized, addiction-trained medical team. The ASU subcommittee is responsible for working with the Palm Beach County Health Care District to review ASU patient care and related matters as well as make recommendations related to such when appropriate.

Issues – Addiction Stabilization Unit	
1. Evidence based practice indicates that specialized emergency services with a "warm hand off" are especially effective with overdose patients. 2. Connecting patients to an outpatient center avoids subsequent overdose and use patterns. 3. Community concern about fidelity to the ASU model as it was initially operationalized.	
Why	
1. Palm Beach County needs a model where fire and rescue agencies bypass the closest hospital to transport overdose patients to an emergency department that specializes in substance use disorder.	
How (strategies)	
2024	

1. In partnership with the Health Care District, contract with one emergency department to serve as an addiction stabilization unit and train fire rescue accordingly. 2. Connect emergency services to an outpatient facility and provide case management and social work assistance. 3. Complete an after action review to assess the use of the model and lessons learned.	
Accountability	
1. Track utilization of services each month. 2. Monitor use by social determinant of health status and follow up.	

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