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Agenda Item #: 3E-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 5, 2026 | **[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:

A) Interlocal Agreement with the Florida Atlantic University Board of Trustees (FAU) from May 5, 2026, through June 30, 2028, in an amount not to exceed $450,000, to implement the Technology-Enabled Recovery Ready Initiative (TERRI) pilot research study funded by Opioid Settlement Funds (OSF) (FAU Agreement);

B) First Amendment to Subrecipient Agreement (R2025-1740) with Rebel Recovery Florida, Inc. (RRF) to extend the end date from June 30, 2026 to June 30, 2027, to provide additional time for the completion and delivery of the Mobile Unit to expand the Syringe Services Program (SSP) in Palm Beach County (County) (First Amendment with RRF);

C) Seven (7) Subrecipient Agreements funded by OSF with the agencies listed below, from May 1, 2026 through June 30, 2028, in an amount totaling $4,650,000 for the term of these Agreements:

1) Drug Abuse Foundation of Palm Beach County, Inc. (DAF) to implement Recovery Ready Neighborhood Initiatives, in an amount not to exceed $1,050,000 (DAF Agreement);

2) Federation of Families of Florida, Inc (FFOF) to provide family support services in the Western Communities for families impacted by substance use, in an amount not to exceed $225,000 (FFOF Agreement);

3) Hanley Center Foundation, Inc. (HCF) to support recovery-ready communities through education, workforce training, and stigma reduction, including hands-on training opportunities at Hanley's Recovery Café and Bookstore, in an amount not to exceed $1,050,000 (HCF Agreement);

Motion and Title (Continued on Page 3)

Attachments:
1. Interlocal Agreement with FAU
2. First Amendment with RRF
3. Subrecipient Agreement with DAF
4. Subrecipient Agreement with FFOF
5. Subrecipient Agreement with HCF
6. Subrecipient Agreement with LSIS
7. Subrecipient Agreement with PBCMSS
8. Subrecipient Agreement with PBCSAC
9. Subrecipient Agreement with RRF
10. List of OSF Expenditures
11. Budget Transfer
12. BHSUD Plan 2024

Recommended By: Signed by: Diane Ander — 4/22/2026
Department Director — **Date**

Approved By: — 4/27/26
Deputy County Administrator — **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	980,769	2,353,846	1,765,385		
External Revenue	(980,769)	(2,353,846)	(1,765,385)		
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 1491 **Dept** 146 **Unit** 7627 **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: Julie Dowe
Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

4/21/26
OFMB
SW 4-21-26

4/22/26
Contract Development and Control
26, 4.22.20

B. Legal Sufficiency:

4/23/26
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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Motion and Title (Continued from Page 1):

4) Living Skills in the Schools, Inc. (LSIS) to implement a family-based substance use prevention program for middle school students and their families, in an amount not to exceed $300,000 (LSIS Agreement);

5) Palm Beach County Medical Society Services, Incorporated (PBCMSS) to train providers in Screening, Brief Intervention, and Referral to Treatment (SBIRT) services for individuals at risk of substance use or mental health disorders, in an amount not to exceed $450,000 (PBCMSS Agreement);

6) Palm Beach County Substance Abuse Coalition, Inc. (PBCSAC) to provide family support services for justice-impacted families affected by substance use, in an amount not to exceed $525,000 (PBCSAC Agreement);

7) Rebel Recovery Florida, Inc. (RRF) to provide recovery support and care coordination services for pregnant or parenting individuals involved in the dependency system, in an amount not to exceed $1,050,000 (RRF Agreement); and

D) approve a Budget Transfer in the amount of $5,100,000 from OSF reserves to operating to recognize these Agreements.

Summary: These Agreements represent $5,100,000 of the OSF allocation for the term of the Agreements. On October 10, 2025, the Community Services Department (CSD) issued the Behavioral Health Substance Use Disorder (BHSUD) OSF Notice of Funding Opportunity, focused on three (3) priority areas to strengthen the County's behavioral health system of care: 1) Resilient and Recovery-Ready Communities, 2) Family Support, and 3) SBIRT.

During the term of the FAU Agreement, FAU will provide a pilot research study designed to leverage technology to evaluate the effectiveness of a modality that will be used to increase engagement among participants who have been diagnosed with substance use disorders, mental illness, and/or co-occurring disorders, and/or who are in recovery. Ultimately, the research will be applied to strengthen the County's Behavioral Health, Co-Occurring, and Substance Use Disorder system of care.

The First Amendment with RRF extends the end date to allow for the purchase of a Mobile Unit to expand the SSP in the County to provide certain services under the BHSUD service category, in an amount not to exceed $275,000.

The DAF Agreement will provide the following: peer recovery networks, facilitate warm handoffs between clinical and nonclinical recovery organizations, create Neighborhood Wellness Hubs, expand the number of Recovery Ready Churches, conduct trainings in Mental Health First Aid and recovery workforce development, and host an annual community recovery event. These efforts aim to increase each neighborhood's Resiliency Capital Index (RCI) to report to the County, serving approximately 400 participants.

The FFOF Agreement will provide peer recovery networks and facilitate warm handoffs between clinical and non-clinical recovery organizations to residents affected by opioid or other substance use, serving approximately 24 families (participants).

The HCF Agreement will provide workforce training, employment experience, and a comprehensive support network, serving approximately 322 participants.

The LSIS Agreement will provide the Family Box for Resilience, which strengthens communication, bonding, and coping skills and builds protective factors that reduce youth substance use and promote emotional well-being, serving approximately 45 participants.

The PBCMSS Agreement will provide services that identify substance use risks early, deliver motivational counseling, and connect individuals to treatment and recovery supports, serving approximately 108 participants.

Summary (Continue on Page 4)

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Summary (Continued from Page 3)

The PBCSAC Agreement will provide family support, family recovery groups, family reunification support, and warm handoffs to services, serving approximately 300 participants.

The RRF Agreement will provide recovery support services to pregnant or parenting individuals navigating the complexities of the dependency system, helping participants and their children achieve healthy outcomes, support family reunification, and prevent out-of-home placement through comprehensive care coordination, recovery support, and family support services, serving approximately 48 participants.

Ms. Nancy McConnell, an employee of RRF, 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 RRF Agreements 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. (Community Services) Countywide (JBR)

Background and Justification: In 2022, the Board of County Commissioners (BCC) designated the CSD as the lead entity for planning, administration, coordination, and contracting of BHSUD services in the County. To further enhance 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 (BHSUCOD), 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 Plan 2022 were developed to meet 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, the CSD, in collaboration with the BHSUCOD, community members, and key stakeholders, undertook a process to update Plan 2022. The updated Plan 2024 includes strategic recommendations related to BHSUD and the OSF. A key recommendation in the updated plan is the expansion of the SSP capacity and opportunities.

INTERLOCAL AGREEMENT

This Agreement is made as of _____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 **Florida Atlantic University Board of Trustees,** hereinafter referred to as the UNIVERSITY, a public institution of higher education authorized to do business in the State of Florida, whose Federal Tax I.D. is **65-0385507.**

WHEREAS, section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, COUNTY is the designated recipient of Opioid Settlement Funds (OSF) pursuant to the Florida Opioid Allocation and Statewide Response Agreement and is authorized to expend such funds for approved opioid remediation strategies; and

WHEREAS, Opioid Settlement Funds may be used to support evidence-based, prevention, treatment, recovery, research, and community resilience initiatives that address substance use disorders, mental illness, and co-occurring conditions; and

WHEREAS, substance use disorders, mental illness, and co-occurring disorders continue to pose significant public health challenges in Palm Beach County, particularly among marginalized and underserved communities with limited access to coordinated systems of care; and

WHEREAS, Palm Beach County has prioritized the development of resilient and recovery-ready communities through data-informed, community-centered, and cross-sector approaches that improve engagement, retention, and long-term recovery outcomes; and

WHEREAS, the County seeks to strengthen its Behavioral Health, Co-Occurring, and Substance Use Disorder (BHCOSUD) System of Care by evaluating innovative, technology-enabled strategies that enhance recovery capital, reduce relapse risk, and improve system-level coordination; and

WHEREAS, the UNIVERSITY has proposed the Technology-Enabled Recovery Ready Initiative (TERRI), a pilot research study designed to assess the effectiveness of a technology-enabled engagement tool for individuals diagnosed with substance use disorders, mental illness, and/or co-occurring disorders; and

WHEREAS, the University has represented that all research, data collection, data sharing, and technology integration activities under this Agreement will comply with applicable federal, state, and local laws, including HIPAA, data privacy, cybersecurity standards, and County requirements; and

WHEREAS, the County desires to engage the University to conduct the TERRI pilot research study and related community education and client engagement activities using Opioid Settlement Funds, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the UNIVERSITY 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 UNIVERSITY agrees to provide The Technology-Enabled Recovery Ready Initiative (TERRI) services to residents of the COUNTY as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITION**, and **EXHIBIT H - ROMA LOGIC MODEL**. The UNIVERSITY also agrees to provide deliverables, including reports, as specified in **EXHIBIT I - UNIVERSITY'S PROGRAMMATIC REQUIREMENTS,** and shall comply with the reporting requirements in **EXHIBIT J - FLORIDA ALLOCATION AND STATEWIDE RESPONSE AGREEMENT**. No changes in the Scope of Work and Services are to be conducted without the written approval of Palm Beach County Community Services Department (the DEPARTMENT). The UNIVERSITY receiving funds must be a UNIVERSITY within Palm Beach County and the UNIVERSITY'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 this Agreement, including **EXHIBIT A, EXHIBIT B,** and **EXHIBIT I;** and (5) all other documents, if any, cited herein or incorporated herein by reference.

The terms and conditions on any Purchase Order (PO) issued for this Agreement shall not apply; this Agreement is governed solely by terms and conditions of this Agreement.

ARTICLE 4 – SCHEDULE

The term of this Agreement shall commence on the date of execution of this Agreement and end on June 30, 2028 (Term).

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 I,** and **EXHIBIT J.**

ARTICLE 5 – PAYMENTS TO UNIVERSITY

The COUNTY shall pay to the UNIVERSITY 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 THE TERM OF THIS AGREEEMNT.**

The UNIVERSITY 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, UNIVERSITY shall submit bills for any travel expenses in accordance with section 112.061 Florida Statutes. All requests for payments of this Agreement shall include an original cover memo on UNIVERSITY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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 forty-five (45) 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 UNIVERSITY and necessary adjustments have been approved by the COUNTY. In the event that the UNIVERSITY has drawn down all possible funds prior to the end of the Agreement Term and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding opportunity.

Should this Agreement have approved subcontractor(s), the UNIVERSITY 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 UNIVERSITY will

clearly state "final invoice" on the UNIVERSITY'S final/last billing to the COUNTY. This shall constitute UNIVERSITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the UNIVERSITY.

In order to do business with Palm Beach 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 UNIVERSITY intends to use sub-agencies, UNIVERSITY must also ensure that all sub-agencies are registered as agencies in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-agency register in VSS. COUNTY will not finalize an award until the COUNTY has verified that the UNIVERSITY and all of its sub-agencies are registered in VSS.

ARTICLE 6 - AVAILABILITY OF FUNDS

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

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the UNIVERSITY 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 the UNIVERSITY'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 UNIVERSITY FUNDING LEVELS

This Agreement may be amended in writing with signatures from both parties 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 UNIVERSITY 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 (after making any allowable budget transfers), 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. Sweeps are when the COUNTY gathers unutilized funds and reallocates them to another OSF program. The Department Director or Assistant Director shall provide written notice to the UNIVERSITY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of this Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of

the Agreement.

UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY may apply for those funds. UNIVERSITY 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 UNIVERSITY'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 Board of County Commissioners (BCC).

ARTICLE 9 – INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, UNIVERSITY acknowledges and represents that UNIVERSITY is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

UNIVERSITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440. When requested, UNIVERSITY shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status. Compliance with the foregoing requirements shall not relieve UNIVERSITY of its liability and obligations under this Agreement. UNIVERSITY agrees its self-insurance, general liability and automobile liability insurance shall, as permitted by the State of Florida Risk Management Trust Fund policies, be primary as respect to any coverage afforded to or maintained by COUNTY.

ARTICLE 10 - INDEMNIFICATION

To the extent provided under section 768.28 of the Florida Statutes, UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the UNIVERSITY and its officers, employees, and agents while acting within the scope of their employment or agency by UNIVERSITY. Nothing contained, referenced or incorporated herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) the consent of the Florida Atlantic University Board of Trustees, the State of Florida or their respective officers, employees or agents to be sued.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

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

The UNIVERSITY 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 UNIVERSITY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the research conducted.

The UNIVERSITY further represents that it has, or will secure at its own expenses, 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.

The UNIVERSITY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest in this Interlocal Agreement. Further, the members must also serve the UNIVERSITY without compensation.

The UNIVERSITY shall comply with all legal criminal history record check regulations required for the population they serve. UNIVERSITY will have and comply with 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. UNIVERSITY may hire employees prior to obtaining the Level 2 background check results, 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

UNIVERSITY.

ARTICLE 13 - PERSONNEL

The UNIVERSITY agrees that all research shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the UNIVERSITY'S key personnel, or any personnel turnover which could adversely impact the UNIVERSITY'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. UNIVERSITY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required herein under shall be performed by the UNIVERSITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The UNIVERSITY 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 UNIVERSITY'S personnel (and all Sub-contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 – SUB-CONTRACTING

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

If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the UNIVERSITY shall promptly do so, subject to acceptance of the new sub-contractor 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 UNIVERSITY represents that throughout the term of the Agreement, including any renewals thereof, if applicable, it complies with all applicable laws requiring that it treat all of its employees 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 UNIVERSITY represents 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 UNIVERSITY shall not discriminate in violation of applicable laws, 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 sub-contractors, vendors, suppliers, or commercial customers, nor shall the UNIVERSITY retaliate against any

person in violation of applicable laws, for reporting instances of such discrimination. The UNIVERSITY shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting 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.

UNIVERSITY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.SC. § 2000d et seq., Title VI, Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended , which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended , which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended , which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which this Agreement that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement. Vendor shall comply with the Drug Free Workforce Act of 1988.

The UNIVERSITY 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. UNIVERSITY shall include this language in its sub-contracts.

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 UNIVERSITY.

ARTICLE 17 – OPIOID SETTLEMENT FUNDS FUNDED UNIVERSITY'S PROGRAMMATIC REQUIREMENTS

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

ARTICLE 18 - ACCESS AND AUDITS

The UNIVERSITY 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 related to audits or reviews commenced prior to the expiration of the seven (7) year retention period. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the UNIVERSITY'S place of business.

The UNIVERSITY will provide a final close out report and Financial Reconciliation Statement as set forth in **EXHIBIT C** on accounting for all funds expended hereunder no later than sixty (60) days from the Agreement end date.

The UNIVERSITY shall provide the COUNTY with an annual financial audit report, which 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. § 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 UNIVERSITY'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, agreements and grant revenue by sponsoring agency and agreement/grant number.

c. Links to the complete financial audit reports are available at:
https://www.fau.edu/research-admin/research-accounting/audit-reports/

d. The audit is due within (12) months after the end of the UNIVERSITY'S fiscal year.

e. Upon COUNTY's request the UNIVERSITY will provide a final close out report and Financial Reconciliation Statement as set forth in **EXHIBIT C** on accounting for all funds expended hereunder no later than sixty (60) days from the Grant Year end date.

f. UNIVERSITY shall establish policies and procedures and provide a statement upon request, noting that the accounting system or systems established by the UNIVERSITY has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 19 - CONFLICT OF INTEREST

The UNIVERSITY 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 UNIVERSITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The UNIVERSITY shall promptly notify the COUNTY'S representative, in writing, of all potential conflicts of interest of any prospective business association, interest or other circumstances that may influence or appear to influence the UNIVERSITY'S judgment or quality of services being provided hereunder. Such

written notification shall identify the prospective business association, interest or circumstance, the nature of work that the UNIVERSITY may undertake and 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 UNIVERSITY. The COUNTY agrees to notify the UNIVERSITY of its opinion by certified mail within thirty (30) days of receipt of notification by the UNIVERSITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the UNIVERSITY, the COUNTY shall so state in the notification and the UNIVERSITY 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 UNIVERSITY under the terms of this Agreement.

ARTICLE 20 - DRUG-FREE WORKPLACE

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

1. 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.

2. Inform employees about the dangers of drug abuse in the workplace, the UNIVERSITY'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.

3. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.

4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Agreement services, the employee will abide by the terms of the statement and will notify the UNIVERSITY of any conviction of, or plea of guilty 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.

5. 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, by any employee who is so convicted or so pleads.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

ARTICLE 21 - AMERICANS WITH DISABILITIES (ADA)

The UNIVERSITY shall meet all applicable 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 22 - INDEPENDENT CONTRACTOR RELATIONSHIP

The UNIVERSITY 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 UNIVERSITY'S sole direction, supervision, and control. The UNIVERSITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the UNIVERSITY'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 UNIVERSITY 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 23 - CONTINGENT FEES

The UNIVERSITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the UNIVERSITY 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 UNIVERSITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, sub-contractors and consultants 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 section 287.133(3)(a), Florida Statutes.

ARTICLE 25 - EXCUSABLE DELAYS

The UNIVERSITY 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 UNIVERSITY or its sub-contractors 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 UNIVERSITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the UNIVERSITY'S failure to perform was without it or its sub-contractors 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 26 - ARREARS

The UNIVERSITY 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 UNIVERSITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 27 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The UNIVERSITY 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.

UNIVERSITY 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 which have been created as a part of the UNIVERSITY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the UNIVERSITY, 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 UNIVERSITY, and wherever located shall be provided to the COUNTY but that UNIVERSITY may retain a copy and use such materials for its internal research purposes.

UNIVERSITY reserves to itself and its employees the right to publish the results of the Project in whole or in part as they deem appropriate. In order that the premature public disclosure of such information does not adversely affect the interest of the parties, UNIVERSITY shall provide the COUNTY'S representative/liaison with a copy of each manuscript using data and information obtained as a result of this Agreement that is intended for publication. The COUNTY may request delay in publication for a period of time determined necessary by the COUNTY. If the COUNTY does not make written request for delay in publication within sixty (60) days, UNIVERSITY shall be free to publish the manuscript at any time at the end of the sixty (60) days. UNIVERSITY reserves the right to use the results of this work for educational or research purposes.

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 UNIVERSITY 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 28 - TERMINATION

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

the COUNTY, with cause upon the occurrence of a material default upon five (5) business days' written notice to the UNIVERSITY or without cause upon ten (10) business days' written notice to the UNIVERSITY. Unless the UNIVERSITY is in breach of this Agreement, the UNIVERSITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination, and for non-cancelable obligations for the term of the Agreement incurred prior to the effective date of termination to the maximum amount authorized under EXHIBIT J. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the UNIVERSITY 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 29 – 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 30 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the UNIVERSITY of the COUNTY'S notification of a contemplated change, the UNIVERSITY 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 UNIVERSITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the UNIVERSITY 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 Agreement Amendment and the UNIVERSITY shall not commence work on any such change until such written amendment is signed by the UNIVERSITY and approved and executed on behalf of Palm Beach County.

ARTICLE 31- 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, and if sent to the COUNTY shall be mailed to:

Taruna Malhotra, Assistant Department Director Palm
Beach County Community Services Department 810
Datura Street
West Palm Beach, FL 33401 and

if sent to the UNIVERSITY, shall be mailed to:

ATTN: Miriam Campo, Associate VP, Sponsored Programs
Florida Atlantic University
777 Glades Road, Admin Bldg. AD 10, Suite 297
Boca Raton, FL 33431

ARTICLE 32 - STANDARDS OF CONDUCT FOR EMPLOYEES

The UNIVERSITY 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, UNIVERSITY 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.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective UNIVERSITY 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 UNIVERSITY shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-agency who are 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 a review upon request, for example, during a site visit.

ARTICLE 33 - SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, sub- contractors 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 section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if UNIVERSITY 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 UNIVERSITY 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 Terrorism Sectors List created pursuant to sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if UNIVERSITY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the County.

   If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by UNIVERSITY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement may be imposed, pursuant to section 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 UNIVERSITY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the UNIVERSITY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time, The UNIVERSITY 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 UNIVERSITY 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 public 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 UNIVERSITY does not transfer the records to the public agency.

D. Upon completion of the Agreement the UNIVERSITY shall transfer, at no cost to the COUNTY, all public records in possession of the UNIVERSITY 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 UNIVERSITY transfers all public records to the COUNTY upon completion of the Agreement, the UNIVERSITY may retain one (1) copy of the public records in order for it to comply with its obligations under the Florida Public Records Laws and shall destroy any other remaining duplicates. If the UNIVERSITY keeps and maintains public records upon completion

of the Agreement, the UNIVERSITY shall meet all applicable requirements for retaining public records. All records stored electronically by the UNIVERSITY 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 UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'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, and 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 UNIVERSITY, UNIVERSITY's employees, sub-contractors of UNIVERSITY and employees of sub-contractors 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 Resolution R-2003-1274, as amended. The UNIVERSITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the UNIVERSITY 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 "criminal justice information facilities" pursuant to the Ordinance and above-mentioned Resolution, as amended. COUNTY staff representing the DEPARTMENT will contact the UNIVERSITY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The UNIVERSITY shall make every effort to collect the badges of its employees and its sub-contractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the UNIVERSITY or its sub-contractor(s) terminates an employee who has been issued a badge, the UNIVERSITY must notify the COUNTY within twenty-four (24) hours. At the time of termination, the UNIVERSITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the UNIVERSITY if the UNIVERSITY 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 UNIVERSITY employee or sub-contractor 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 DIGITAL ACCESSIBILITY COMPLIANCE

UNIVERSITY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. UNIVERSITY acknowledges that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may

be electronically displayed, accessed, distributed, or made available to the public by the County must conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format specified by the COUNTY to be compliant with the applicable accessibility standard at the time of delivery. UNIVERSITY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, UNIVERSITY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, UNIVERSITY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. UNIVERSITY shall ensure that the third-party digital content or platforms used in performance of this Agreement and described in Exhibit A, Scope of Work and Services, either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 37 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach 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 UNIVERSITY, 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 UNIVERSITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct the research covered under this Agreement, and that it will at all times conduct its research 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, sub-contractor, 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 UNIVERSITY. The UNIVERSITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the UNIVERSITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The UNIVERSITY 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 UNIVERSITY 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 their obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT E**, which is attached hereto and incorporated herein.

ARTICLE 42 - DEBARMENT AND SUSPENSION

A completed "Certification Regarding Lobbying, Byrd Anti-Lobbying Amendment" **(EXHIBIT F)** is required at time of Agreement execution. Upon request, the UNIVERSITY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

A completed "Certification Regarding Debarment and Suspension" **(EXHIBIT G)** is required at time of Agreement execution. Upon request, the UNIVERSITY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the UNIVERSITY is required to verify that none of the UNIVERSITY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The UNIVERSITY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C during the Term of this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the UNIVERSITY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ARTICLE 43 - 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 44 - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

The UNIVERSITY 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 UNIVERSITY agrees to include these requirements in each sub-contract exceeding $100,000 financed in whole or in part with Federal assistance money.

ARTICLE 45 - SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Notwithstanding any provision in this Agreement to the contrary, the following terms and conditions shall apply.

45.1 COUNTY INTELLECTUAL PROPERTY. Title to any invention conceived or first reduced to practice in performance of the Research solely by the COUNTY'S personnel without significant use of UNIVERSITY administered funds or facilities ("COUNTY Invention") shall remain with the COUNTY. Title to, and the copyright in, any copyrightable material first produced or composed in the performance of the Research solely by the COUNTY'S personnel without significant use of UNIVERSITY administered funds or facilities ("COUNTY Copyright") shall remain with the COUNTY. Neither COUNTY Inventions nor COUNTY Copyrights shall be subject to the terms and conditions of this Agreement.

45.2 JOINT INTELLECTUAL PROPERTY

a. JOINT INVENTIONS. The Parties shall have joint title to: (i) any invention conceived or first reduced to practice jointly by employees and/or students of UNIVERSITY and the COUNTY'S personnel in the performance of the Research; and (ii) any invention conceived or first reduced to practice solely by the COUNTY'S personnel in the performance of the Research with significant use of UNIVERSITY administered funds or facilities (each, a "Joint Invention"). The

COUNTY shall be notified of any Joint Invention promptly after an invention disclosure is received by UNIVERSITY'S Office of Technology Development ("OTD"). UNIVERSITY shall have the first right to file a patent application on a Joint Invention in the names of both Parties. All expenses incurred in obtaining and maintaining any patent on such Joint Invention shall be equally shared. If one Party declines to share in such expenses, the other Party may take over the prosecution and maintenance of the patent, at its own expense, and the Party that declines to pay such expenses shall assign its ownership rights to the Party that pays the expenses.

b. LICENSES. If neither Party has declined to equally share the payment of expenses incurred in obtaining and maintaining any patent on such Joint Invention, then each Party shall have the independent, unrestricted right to license to third parties any such Joint Invention without accounting to the other Party, except that the COUNTY shall be entitled to request, within three (3) months after UNIVERSITY'S notification to the COUNTY that a patent application has been filed, an exclusive license to UNIVERSITY'S interest in a Joint Invention as provided under paragraph 45.3.b(i) below.

c. JOINTLY DEVELOPED COPYRIGHTABLE MATERIALS. Copyrightable materials, including computer software, developed in the performance of the Research: (i) jointly by employees and/or students of UNIVERSITY and the COUNTY'S personnel; or (ii) solely by the COUNTY'S personnel with significant use of UNIVERSITY administered funds or facilities, shall be jointly owned by both Parties, who shall each have the independent, unrestricted right to dispose of such copyrightable materials and their share of the copyrights therein as they deem appropriate, without any obligation of accounting to the other Party.

45.3 UNIVERSITY INTELLECTUAL PROPERTY

a. UNIVERSITY INVENTIONS. UNIVERSITY shall have sole title to: (i) any invention conceived or first reduced to practice solely by employees and/or students of UNIVERSITY in the performance of the Research (each an "UNIVERSITY Invention"); and (ii) any invention conceived or first reduced to practice solely by the COUNTY'S personnel with significant use of UNIVERSITY administered funds or facilities administered by UNIVERSITY, if the invention is conceived or reduced to practice other than in the performance of the Research. The COUNTY shall be notified of any UNIVERSITY Invention promptly after a disclosure is received by UNIVERSITY'S OTD. UNIVERSITY may (i) file a patent application at its own discretion, or (ii) shall do so at the request of the COUNTY and at the COUNTY'S expense, provided COUNTY notifies UNIVERSITY within thirty (30) days of its receipt of the invention notice from UNIVERSITY.

b. LICENSING OPTIONS. For each UNIVERSITY Invention on which a patent application is filed by UNIVERSITY, UNIVERSITY hereby grants the COUNTY a non-exclusive, non-transferable, royalty-free license for non-commercial internal research purposes. The COUNTY shall further be entitled to elect an option to the following commercial license by notice in writing to UNIVERSITY within three (3) months after UNIVERSITY'S notification to the COUNTY that a patent application has been filed:

(i) a royalty-bearing, limited-term, exclusive license (subject to third party rights, if any, and in a designated field of use, where appropriate) to the COUNTY, including the right to sublicense, in the United States and/or any foreign country elected by the COUNTY

pursuant to Section 45.3.c. below, to make, have made, use, lease, sell and import products embodying or produced through the use of such invention. This option to elect an exclusive license is subject to UNIVERSITY'S concurrence, and the negotiation of commercially reasonable license terms and conditions, and is conditioned upon COUNTY'S payment to UNIVERSITY for the costs of patent prosecution and maintenance in the United States, and any elected foreign country, and to cause any products produced pursuant to this license that will be used or sold in the United States to be substantially manufactured in the United States.

If the COUNTY and UNIVERSITY do not enter into a license agreement within three (3) months after the COUNTY'S election to proceed under paragraph 45.3.b.(i) above, the COUNTY's rights under paragraph 45.3.b.(i) will expire.

c. FOREIGN FILING ELECTION. If the COUNTY elects a license under 45.3.b.(i), the COUNTY shall notify UNIVERSITY of those foreign countries in which it desires a license in sufficient time for UNIVERSITY to satisfy the patent law requirements of those countries. The UNIVERSITY shall provide COUNTY with an invoice in the amount of a good faith estimate for the anticipated out-of-pocket costs, including patent filing, prosecution and maintenance fees, related to those foreign filings. COUNTY shall pay the invoice amount as soon as possible to avoid the UNIVERSITY having to pay those costs prior to receiving COUNTY'S payment. To the extent that the estimated amount is greater or smaller than the actual incurred costs, the parties shall settle the differential amount as soon as possible after the actual amount is known.

d. CONFIDENTIALITY OF INVENTION DISCLOSURES. The COUNTY shall retain all invention disclosures submitted to the COUNTY by UNIVERSITY in confidence and use its best efforts to prevent their disclosure to third parties. The COUNTY shall be relieved of this obligation only when this information becomes publicly available through no fault of the COUNTY.

e. COPYRIGHT OWNERSHIP AND LICENSES. Title to, and the copyright in, any copyrightable material first produced or composed in the performance of the Research solely by employees and/or students of UNIVERSITY shall remain with UNIVERSITY.

(i) For computer software and its documentation, and/or informational databases, which are required to be delivered to the COUNTY in accordance with APPENDIX A, COUNTY shall have a royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works based upon, and display, such computer software and its documentation, and/or databases, for internal, non- commercial purposes.

(ii) For computer software and its documentation, and/or informational databases, which are required to be delivered to the COUNTY in accordance with APPENDIX A, the COUNTY shall be entitled to elect, by notice to UNIVERSITY within three (3) months following UNIVERSITY'S notification or delivery to the COUNTY of such software, documentation, or databases, a commercially reasonable royalty- bearing, non-transferable, exclusive right and license to use, reproduce, make derivative works based upon, display, and distribute to end users for commercial purposes, such software, documentation, or databases.

(iii) If the use of the software described in 45.3.e. (i) and (ii) and would infringe claims of a

patent application filed pursuant to paragraph 45.3.a. ("UNIVERSITY Inventions"), then the COUNTY will need to elect license rights in such patent as set forth in 45.3.b. above in order to receive any license described in this paragraph 45.3.e. If such computer software is a derivative of UNIVERSITY software existing prior to the start of the Research, then COUNTY will need to obtain a license to such pre-existing software, which license may be royalty- bearing if COUNTY elects the exclusive commercial license described in 45.3.e. (ii) above.

f. RIGHTS IN TANGIBLE RESEARCH PROPERTY. In the event that UNIVERSITY elects to establish property rights, other than patents, to any tangible research property (TRP), including but not limited to biological materials, developed during the course of the Research, UNIVERSITY and the COUNTY will determine the disposition of rights to such property by separate agreement. UNIVERSITY will, at a minimum, reserve the right to use and distribute TRP for non-commercial research purposes.

g. LICENSE EFFECTIVE DATE. All licenses elected by the COUNTY pursuant to Sections b., e., and f. of this Article 45.3 become effective as of the date the Parties sign a separate license agreement

45.4 PATENT AND TRADEMARK ACT AMENDMENTS OF 1980 (BAYH-DOLE ACT)

COUNTY acknowledges that it understands the provisions of the Patent and Trademark Act Amendments of 1980 (the "Bayh–Dole Act"), and that the Act applies to all UNIVERSITY Inventions and Joint Inventions which arise from UNIVERSITY research which in whole, or in part, is, or has been, funded by the federal government. Among other provisions, the Act provides that if the UNIVERSITY elects to retain title to an invention, it shall grant to the government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

ARTICLE 46 - MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

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

ARTICLE 47 - PROCUREMENT OF RECOVERED MATERIALS

UNIVERSITY 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 48 - PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

UNIVERSITY acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to pertaining to this Agreement.

ARTICLE 49 – CONFIDENTIALITY

49.1 "Confidential Information" is non-public information which is marked or identified in accordance with this section and owned or controlled by one party ("Disclosing Party") and disclosed to the other ("Receiving Party") in connection with this Agreement. The parties may share Confidential Information with each other pursuant to this Agreement and/or in connection with the Research. Confidential Information shall be clearly marked by the Disclosing Party as "Confidential Information" and furnished in writing or, if orally disclosed, reduced to writing within thirty (30) days of disclosure by the Disclosing Party. Confidential Information shall remain the property of the Disclosing Party for a period of three (3) years from the termination or expiration of the Agreement. Confidential Information shall not be used or disclosed to others by the Receiving Party except in furtherance of this Agreement. The foregoing obligations of non-use and non- disclosure shall not apply to:

a. information which after disclosure is published or otherwise becomes part of the public domain through no fault of the Receiving Party;

b. information which was in the possession of the Receiving Party at the time of disclosure, and was not acquired from COUNTY under an obligation of confidentiality;

c. information for which COUNTY provides written permission to disclose; or

d. information the Receiving Party must disclose by court order or by law, including in the case of UNIVERSITY or COUNTY, the Florida public records law.

49.2 The Receiving Party shall endeavor to provide the Disclosing Party with notice prior to disclosure pursuant to Section 50.1.d. when possible, so that Disclosing Party may intervene to protect the confidentiality of the information.

ARTICLE 50 - FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

UNIVERSITY acknowledges that it must comply with 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 sub-contractor under the Agreement. (31 U.S.C. § 3729).

ARTICLE 51 – REGULATIONS

The UNIVERSITY 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 UNIVERSITY 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 52 - E-VERIFY - EMPLOYMENT ELIGIBILITY

UNIVERSITY 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 (E- Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all new employees; and (2) that, as a public agency, UNIVERSITY requires contractors working for it to register with the E- Verify System and use the E-Verify System to electronically verify the employment eligibility of all new employees, and to verify that all of their subcontractors and subconsultants 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 new employees. UNIVERSITY shall require that its contractors obtain from each of its subconsultants and subcontractors, an affidavit stating that the each contractor, subcontractor and subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien as that term is defined in section 448.095(1)(k), Florida Statutes and/or has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify UNIVERSITY to terminate its contract with the contractor and UNIVERSITY shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this AGREEMENT pursuant to the above, UNIVERSITY 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, UNIVERSITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 53 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

UNIVERSITY certifies that it complies with F.S. 1010.25, as provided in F.S. 286.101, as both may be amended from time to time.

ARTICLE 54 - 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 55- ENTIRETY OF CONTRACTUAL AGREEMENT

The UNIVERSITY agrees that the Scope of Work has been developed from the UNIVERSITY'S funding negotiations and that the COUNTY expects performance by the UNIVERSITY in accordance with such negotiations. In the event of a conflict between the negotiations and this Agreement, this Agreement shall control.

The COUNTY and the UNIVERSITY 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 UNIVERSITY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT & COMPTROLLER

BY: _____
Deputy Clerk

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

BY: _____
Sara Baxter, Mayor

UNIVERSITY:

Florida Atlantic University Board of Trustees

BY:_____
Authorized Signature

Miriam Campo, Associate VP, Sponsored Programs
UNIVERSITY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:_____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY:_____
James Green, Director Community Services Department

2026 – 2028 INTERLOCAL AGREEMENT OPIOID SETTLEMENT FUNDS (OSF)
SCOPE OF WORK AND SERVICES

University Name: Florida Atlantic University Foundation
Program Name: The Technology-Enabled Recovery Ready Initiative (TERRI) Research Pilot Study
Location: Palm Beach County (PBC)
Focus Population: Young Adults and Adults
Funding Priority: Community Education and Engagement / Resilient and Recovery-Ready Communities

A. Program Description:

The Technology-Enabled Recovery Ready Initiative (TERRI) pilot research study is designed to leverage technology in efforts to evaluate the effectiveness of a modality that will be used to increase engagement of participants who have been diagnosed with substance use, mental illness, and/or co-occurring disorders and/or in recovery. Ultimately, the research will be applied to strengthen Palm Beach County's Behavioral Health, Co-Occurring and Substance Use Disorder (BHCOSUD) System of Care.

This pilot will advance Palm Beach County's Resilience and Recovery Ecosystem through integrated, evidence-based strategies to enhance recovery capital, increase participant engagement, improve retention in services, reduce barriers, and foster resilience across the County. Central to the program's design is the recognition that recovery is a unique journey and that long-term improvements in population health require both direct services and systemic collaboration. Interventions will be tailored to address the holistic needs of individuals, families, and communities across social, personal, and cultural capital domains, while also advancing measurable community health outcomes.

The goals of this initiative include, but are not limited to:

- Conducting a pilot study to evaluate the effectiveness of an identified technology-enabled tool to increase engagement of participants with a substance use disorder, mental illness, and/or co-occurring disorder in efforts to prevent repetitive cycles of treatment stays (relapse) and promote long-term recovery.

- Implementing a multi-sectoral, multi-systems approach that will integrate data from behavioral health and substance use, housing/homelessness, and other systems of care to identify predictive indicators of relapse; inform early intervention, care coordination, and provide recommendations that will lead to timely and effective interventions.

- Engaging recovery community organizations and faith-based organizations through focus groups and/or workgroups to ensure interventions reflect community priorities and secure stakeholder buy-in.

- Promoting community-centered methods through partnerships and collaboration with community health workers, certified peer support specialists and local leaders to address gaps and promote access.

- Increasing community awareness and education.

TERRI will help build a data-informed, accessible ecosystem of care through the collaboration of digital engagement strategies, potential telehealth initiatives, interactive workshops, and data-informed interventions. No Clinical, therapeutic, diagnostic, medical, or treatment services will be rendered to participants by FAU. TERRI intends to evaluate client engagement in efforts to promote long- term recovery outcomes by embedding technology within a multi-sectoral, public health framework. This initiative not only supports individual recovery journeys but also strengthens Palm Beach County's capacity to achieve resilience and healthcare access at the community level.

B. Priority/ Focus Population

Priority Population: Participants (adults) are defined as individuals who are impacted by Substance Use Disorders, Mental Illness, 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 mental health disorders are significant public health issues that impact people across all demographics. Marginalized groups, and individuals living in poverty, uninsured and underinsured individuals, and people with disabilities, face disproportionately high rates of substance use and mental health disorders and have disproportionally lower rates of access to treatment or healthcare services, higher rates of incarceration, and recidivism.

i. **Eligibility Criteria**: Young Adults and Adults (18+) who are residents of Palm Beach County.

ii. **Documentation of Eligibility**: All participants will be screened for eligibility, and appropriate documentation will be maintained in project records.

C. Clients Served

This pilot research study shall engage a minimum of 100 participants through the selected technology annually.

D. Service Delivery

I: Research Planning and Pilot Study Development

i. UNIVERSITY shall prepare and submit an Institutional Review Board (IRB) proposal for the research pilot study.

ii. UNIVERSITY shall develop a collaborative plan to recruit partners across various sectors, including, but not limited to the following; behavioral health and substance use providers/homelessness organizations, community-based organizations, Recovery

iii. Community Organizations/Recovery Community Centers (RCO/RCCs), HIV service providers, and other service providing organizations involved with individuals with substance use disorder, mental illness and/or co-occurring disorders.

iv. UNIVERSITY shall conduct an in-depth literature review on existing technology-driven

devices, methods, and strategies to expand upon evidence-based practices and findings.

v. UNIVERSITY shall conduct preliminary research to assess and identify risk factors by engaging organizations through focus groups to begin identifying behaviors that appear to be high-risk and could be addressed through the use of technology. Focus groups may include but are not limited to: Recovery Community Centers/Organizations, behavioral health providers, recovery community organizations, and peer networks, Faith-based organizations and local community leaders, Healthcare systems, payers, and public agencies, employers, academic institutions, and technology partners, case managers, therapists, and peer specialists.

vi. UNIVERSITY shall engage with external academic and research institutions to determine if previous studies of a similar nature have been conducted. If so, UNIVERSITY shall make efforts to discuss the previous research and its conclusions with the other institution(s) and determine if the current research pilot study needs to be modified. Any such modification shall be discussed with the COUNTY before making any changes.

vii. UNIVERSITY shall develop protocols and a memorandum of agreement (MOA) to ensure that any collaborating organizations and/or institutions adhere to HIPAA-compliant processes and protect personally identifying information. This may include data-sharing protocols and development of appropriate agreements as needed.

II: Coalition-Based and Multi-Sector Implementation

i. Once the IRB is approved, the UNIVERSITY shall provide or facilitate any necessary training and education, along with the technology provider/developer, to ensure compliance with the adopted or selected technology.

ii. UNIVERSITY shall engage RCO/RCCs, faith-based organizations, certified peer recovery specialists, behavioral health providers, substance use treatment facilities, and community-based service providers (Homeless, HIV, etc.) through focus groups to ensure community input is included in developing and implementing the pilot research study.

iii. UNIVERSITY shall establish an oversight committee to review and advise on the effectiveness of the app. This may include suggestions for obtaining and integrating participant feedback, assessing data, and recommending use cases for the app based on the research findings.

iv. UNIVERSITY shall encourage each partner sector to contribute to advancing the initiative's goals through coordinated activities and tasks such as expanding awareness, improving access to resources, strengthening recovery-ready systems, and ensuring accountability through shared metrics and reporting.

III: Technology Integration and Community Education and Engagement

i. UNIVERSITY shall test, track, and deploy selected technology-enabled tools to

promote engagement and measure the impact of how individuals are engaged and connected with resources, peer support, and crisis intervention.

ii. UNIVERSITY shall implement digital surveys to assess perception, engagement, and satisfaction level with the technology-enabled tool. Surveys may also include education and recovery activities that will assist with client engagement.

iii. UNIVERSITY shall deliver and support training, education, and technical assistance as needed to users and organizations deploying and utilizing the technology-enabled tool.

iv. UNIVERSITY shall find opportunities to promote health education resources and digital materials for community dissemination to increase awareness and accessibility. This may include, but is not limited to, community education workshops, outreach events, and public campaigns to reduce stigma, increase awareness, and promote recovery readiness.

v. UNIVERSITY shall work with providers implementing care coordination in the context of recovery in a manner similar to chronic care management, to ensure ongoing client engagement and continuity of care.

vi. UNIVERSITY shall ensure that all technology tools and data integration efforts comply with data privacy and cybersecurity standards, including encryption, access control, and anonymization of personal data as needed.

vii. UNIVERSITY shall ensure strategies and approaches are lived-experience centered and incorporate Resilient and Recovery-Ready Community values such as CHIME - Connectedness; Hope; Identity; Meaning; Empowerment [1]

IV Pilot Study and Research

i. UNIVERSITY shall submit and obtain Institutional Review Board (IRB) approval for a pilot study evaluating technology-enabled recovery outcomes. Pilot shall ensure that all data collection and analysis activities comply with all applicable university, IRB, and County research requirements and ethical standards.

ii. UNIVERSITY shall collect and analyze data to evaluate progress, identify measurable recovery outcomes, and inform recommendations related to using the technology-enabled tool.

iii. UNIVERSITY shall ensure interoperability features and capacity within selected technology-enabled tools to include, but not limited to, Recovery Capital Index (RCI) and client engagement features

iv. UNIVERSITY shall be able to identify the following in the research pilot:

a. Identify high-risk factors based on utilization of the technology through potential multi-system data integration—including behavioral health, housing/ homelessness system of care, and care coordination systems—to identify relapse risk indicators and inform interventions.

b. Identify the percentage of users maintaining recovery with the use of technology in comparison with those who are not using a technology-enabled tool.

c. Identifying the Return on Investment (ROI) with participants using a technology-enabled tool to the system of care.

d. Identify any community impacts, including but not limited to i.e., ER Visits, # of relapses, Recovery Capital analysis, and other social determinants of health and demographic data that are being collected from participants.

E. Required Outcomes

Outcome	Communities will be resilient and recovery-ready
Indicator	Community-based initiatives will be facilitated in a minimum of 10 neighborhoods/communities/focus groups that will encourage the development of resilient and recovery-ready communities by 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 State fiscal year.

Outcome	Improve recovery outcomes and prevent relapse among marginalized and underserved communities.
Indicator	≥50% of participants will demonstrate increased engagement, access, or knowledge of recovery supports as measured by pre/post engagement surveys.

Additional Outcomes the Research Pilot shall include but not limited to:

a. Identifying high-risk factors based on utilization of the technology through potential multi-system data integration—including behavioral health, housing/ homelessness system of care, and care coordination systems—to identify relapse risk indicators and inform interventions.
b. Identifying the percentage of users maintaining recovery with the use of technology in comparison with those who are not using a technology-enabled tool.
c. Identifying the Return on Investment with participants using a technology- enabled tool in the system of care.
d. Identifying any community impacts, including but not limited to i.e., ER Visits, Number of relapses, Recovery Capital analysis, and other social determinants of health data that are being collected from participants.

[i] SAMHSA Roundtable: Recovery Models Roundtable Background Materials (SAMHSA Program to Advance Recovery Knowledge – "SPARK") (Dec. 2024)

F. Required Deliverables:

	Deliverable	Due Date:
I.	a. Copy of IRB Application b. Partner Recruitment & Collaboration Plan c. Focus Group Protocols and Discussion Guides d. Literature Review e. MOAs and Data Sharing Agreements	Within 90 days of contract execution
	f. Focus Group Assessment Identifying: • Risk factors/behaviors • Engagement barriers • Receptiveness to technology-based intervention	Within 180 days of contract execution
II.	a. Coalition Roster with Multi-Sector Representation b. Meeting Minutes and Attendance Logs c. Community Feedback d. Coalition Progress Updates	Quarterly
	e. Oversight Committee Charter	Within 180 days of contract execution
III.	a. Technology Deployment Plan b. Training materials and/or developed user guides c. Survey Instruments (pre/post) d. Survey Results Summary e. Community Education Calendar f. Workshop/Event summary including: • Topic • Attendance • Partner agencies g. Statement describing how CHIME principles were incorporated	Within 180 days of contract execution
IV.	a. IRB Approval Letter b. Data analysis briefs or updates c. Outcome Measurement Updates d. Comparative Analysis (technology users vs. non-users) e. ROI Analysis f. Community Impact Analysis	Annually

EXHIBIT A

Deliverables	Date/Frequency
Bi-monthly reports shall be submitted in narrative format with accompanying detail and documentation (attachments) as applicable. Reports shall include: achieved milestones, next steps; status of research and community engagement; outcomes data, findings to date; recommendations, workgroup minutes, calendar events that include the number of attendees, agencies, summary of events, sign-in sheets and any changes anticipated based on community (meeting) input,	Monthly- Due no later than 10 days after the end of each month
Quarterly Report: Disseminate findings and stakeholder briefings to promote transparency, accountability, and replication potential. This may include but not limited to outcomes data; number and types of engagements; number of completed RCI surveys; average personal/social/cultural and overall RCI scores per location; and calendar events for each upcoming quarter.	Quarterly – Due no later than 15 days after the end of each quarter (January 15, April 15, July 15, October 15)
Annual Report: Comprehensive summary of outcomes, data trends, evaluation findings, fiscal year performance, lessons learned, and recommendations for scale-up.	Annually - Due no later than 30 days after the close of each fiscal year.

**Deliverables and Outcomes will be reviewed and may change at the Department level during the contract year.

2026 – 2028 INTERLOCAL AGREEMENT OPIOID SETTLEMENT FUNDS (OSF)
UNITS OF SERVICE RATE AND DEFINITION

University Name: Florida Atlantic University Board of Trustees
Program Name: The Technology-Enabled Recovery Ready Initiative (TERRI)

Description	Unit Costs*	Contract Period 1: Date of Execution – June 30, 2026	Contract Period 2: July 1, 2026 – June 30, 2027	Contract Period 3: July 1, 2027 – June 30, 2028	Total Contract Amount
Service: Operating Costs This an actual cost reimbursement contract. Actual costs for activities listed in the Scope of Work (Exhibit A) will be reimbursed based on proof of payments via receipts, cashed checks or UNIVERSITY general ledger.	Actual	$142,858	$142,858	$142,858	$428,574
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual	$7,142	$7,142	$7,142	$21,426
Total		**$150,000****	**$150,000**	**$150,000**	**$450,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses.*

*** Unspent from Period 1 may be rolled over to Period 2, and unspent Period 2 funds may be rolled over to Period 3 with department approval. In the event of a carryover, the remaining contract funds will be adjusted accordingly to incorporate the carried-over amount.*

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 – 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 via desk and/or on-site monitoring on a periodic basis.

EXHIBIT C

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and UNIVERSITY Name ("UNIVERSITY") **[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

EXHIBIT D

COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

UNIVERSITY / 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 UNIVERSITY liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an UNIVERSITY staff
- ☐ Incidents that may portray the UNIVERSITY 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 UNIVERSITY liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an UNIVERSITY staff
- ☐ Incidents that may portray the UNIVERSITY 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)

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

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

_____ _____
Individual Completing Report: Signature **Date**

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 UNIVERSITY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow UNIVERSITY access and use of the Premises. The UNIVERSITY shall be entitled to use the Premises without charge. The COUNTY will provide the UNIVERSITY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The UNIVERSITY accepts the Premises in "as is" condition. The UNIVERSITY 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 UNIVERSITY of said use. The UNIVERSITY shall, at UNIVERSITY'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 UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY damages the Premises, COUNTY shall complete the necessary repairs and the UNIVERSITY 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 UNIVERSITY.

4. **Waste and Nuisance:** The UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY. Upon UNIVERSITY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the UNIVERSITY shall vacate the Premises within thirty (30) days, whereupon the UNIVERSITY'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.

7. **Surrender of Premises:** Upon expiration or earlier termination of the UNIVERSITY'S

license

to use the Premises, the UNIVERSITY, 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.

8. Liability: To the extent provided under Section 768.28 of the Florida Statutes, UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UNIVERSITY and its officers, employees, and agents while acting within the scope of their employment or agency by UNIVERSITY. Nothing contained, referenced or incorporated herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) the consent of the Florida Atlantic University Board of Trustees, the State of Florida or their respective officers, employees or agents to be sued.

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Agenda Item #: 3E-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 5, 2026 | **[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:

A) Interlocal Agreement with the Florida Atlantic University Board of Trustees (FAU) from May 1, 2026, through June 30, 2028, in an amount not to exceed $450,000, to implement the Technology-Enabled Recovery Ready Initiative (TERRI) pilot research study funded by Opioid Settlement Funds (OSF) (FAU Agreement);

B) First Amendment to Subrecipient Agreement (R2025-1740) with Rebel Recovery Florida, Inc. (RRF) to extend the end date from June 30, 2026 to June 30, 2027, to provide additional time for the completion and delivery of the Mobile Unit to expand the Syringe Services Program (SSP) in Palm Beach County (County) (First Amendment with RRF);

C) Seven (7) Subrecipient Agreements funded by OSF with the agencies listed below, from May 1, 2026 through June 30, 2028, in an amount totaling $4,650,000 for the term of these Agreements:

1) Drug Abuse Foundation of Palm Beach County, Inc. (DAF) to implement Recovery Ready Neighborhood Initiatives, in an amount not to exceed $1,050,000 (DAF Agreement);

2) Federation of Families of Florida, Inc (FFOF) to provide family support services in the Western Communities for families impacted by substance use, in an amount not to exceed $225,000 (FFOF Agreement);

3) Hanley Center Foundation, Inc. (HCF) to support recovery-ready communities through education, workforce training, and stigma reduction, including hands-on training opportunities at Hanley's Recovery Café and Bookstore, in an amount not to exceed $1,050,000 (HCF Agreement);

Motion and Title (Continued on Page 3)

Attachments:
1. Interlocal Agreement with FAU
2. First Amendment with RRF
3. Subrecipient Agreement with DAF
4. Subrecipient Agreement with FFOF
5. Subrecipient Agreement with HCF
6. Subrecipient Agreement with LSIS
7. Subrecipient Agreement with PBCMSS
8. Subrecipient Agreement with PBCSAC
9. Subrecipient Agreement with RRF
10. List of OSF Expenditures
11. Budget Transfer
12. BHSUD Plan 2024

Recommended By: Signed by: Diane Andre 04544797SEFD412... 4/3/2026
Department Director **Date**

Approved By: _____
Deputy County Administrator **Date**

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	708,333	1,700,000	2,691,667		
External Revenue	(708,333)	(1,700,000)	(2,691,667)		
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 1491 **Dept** 146 **Unit** 7627 **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 05AC0C7CC5BC4A4...
Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

OFMB

Contract Development and Control

B. Legal Sufficiency:

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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Motion and Title (Continued from Page 1):

4) Living Skills in the Schools, Inc. (LSIS) to implement a family-based substance use prevention program for middle school students and their families, in an amount not to exceed $300,000 (LSIS Agreement);

5) Palm Beach County Medical Society Services, Incorporated (PBCMSS) to train providers in Screening, Brief Intervention, and Referral to Treatment (SBIRT) services for individuals at risk of substance use or mental health disorders, in an amount not to exceed $450,000 (PBCMSS Agreement);

6) Palm Beach County Substance Abuse Coalition, Inc. (PBCSAC) to provide family support services for justice-impacted families affected by substance use, in an amount not to exceed $525,000 (PBCSAC Agreement);

7) Rebel Recovery Florida, Inc. (RRF) to provide recovery support and care coordination services for pregnant or parenting individuals involved in the dependency system, in an amount not to exceed $1,050,000 (RRF Agreement); and

D) approve a Budget Transfer in the amount of $5,100,000 from OSF reserves to operating to recognize these Agreements.

Summary: These Agreements represent $5,100,000 of the OSF allocation for the term of the Agreements. On October 10, 2025, the Community Services Department (CSD) issued the Behavioral Health Substance Use Disorder (BHSUD) OSF Notice of Funding Opportunity, focused on three (3) priority areas to strengthen the County's behavioral health system of care: 1) Resilient and Recovery-Ready Communities, 2) Family Support, and 3) SBIRT.

During the term of the FAU Agreement, FAU will provide a pilot research study designed to leverage technology to evaluate the effectiveness of a modality that will be used to increase engagement among participants who have been diagnosed with substance use disorders, mental illness, and/or co-occurring disorders, and/or who are in recovery. Ultimately, the research will be applied to strengthen the County's Behavioral Health, Co-Occurring, and Substance Use Disorder system of care.

The First Amendment with RRF extends the end date to allow for the purchase of a Mobile Unit to expand the SSP in the County to provide certain services under the BHSUD service category, in an amount not to exceed $275,000.

The DAF Agreement will provide the following: peer recovery networks, facilitate warm handoffs between clinical and nonclinical recovery organizations, create Neighborhood Wellness Hubs, expand the number of Recovery Ready Churches, conduct trainings in Mental Health First Aid and recovery workforce development, and host an annual community recovery event. These efforts aim to increase each neighborhood's Resiliency Capital Index (RCI) to report to the County, serving approximately 400 participants.

The FFOF Agreement will provide peer recovery networks and facilitate warm handoffs between clinical and non-clinical recovery organizations to residents affected by opioid or other substance use, serving approximately 24 families (participants).

The HCF Agreement will provide workforce training, employment experience, and a comprehensive support network, serving approximately 322 participants.

The LSIS Agreement will provide the Family Box for Resilience, which strengthens communication, bonding, and coping skills and builds protective factors that reduce youth substance use and promote emotional well-being, serving approximately 45 participants.

The PBCMSS Agreement will provide services that identify substance use risks early, deliver motivational counseling, and connect individuals to treatment and recovery supports, serving approximately 108 participants.

Summary (Continue on Page 4)

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Summary (Continued from Page 3)

The PBCSAC Agreement will provide family support, family recovery groups, family reunification support, and warm handoffs to services, serving approximately 300 participants.

The RRF Agreement will provide recovery support services to pregnant or parenting individuals navigating the complexities of the dependency system, helping participants and their children achieve healthy outcomes, support family reunification, and prevent out-of-home placement through comprehensive care coordination, recovery support, and family support services, serving approximately 48 participants.

Ms. Nancy McConnell, an employee of RRF, 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 RRF Agreements 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. (Community Services) Countywide (JBR)

Background and Justification: In 2022, the Board of County Commissioners (BCC) designated the CSD as the lead entity for planning, administration, coordination, and contracting of BHSUD services in the County. To further enhance 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 (BHSUCOD), 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 Plan 2022 were developed to meet 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, the CSD, in collaboration with the BHSUCOD, community members, and key stakeholders, undertook a process to update Plan 2022. The updated Plan 2024 includes strategic recommendations related to BHSUD and the OSF. A key recommendation in the updated plan is the expansion of the SSP capacity and opportunities.

INTERLOCAL AGREEMENT

This Agreement is made as of _____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 **Florida Atlantic University Board of Trustees,** hereinafter referred to as the UNIVERSITY, a public institution of higher education authorized to do business in the State of Florida, whose Federal Tax I.D. is **65-0385507.**

WHEREAS, section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, COUNTY is the designated recipient of Opioid Settlement Funds (OSF) pursuant to the Florida Opioid Allocation and Statewide Response Agreement and is authorized to expend such funds for approved opioid remediation strategies; and

WHEREAS, Opioid Settlement Funds may be used to support evidence-based, prevention, treatment, recovery, research, and community resilience initiatives that address substance use disorders, mental illness, and co-occurring conditions; and

WHEREAS, substance use disorders, mental illness, and co-occurring disorders continue to pose significant public health challenges in Palm Beach County, particularly among marginalized and underserved communities with limited access to coordinated systems of care; and

WHEREAS, Palm Beach County has prioritized the development of resilient and recovery-ready communities through data-informed, community-centered, and cross-sector approaches that improve engagement, retention, and long-term recovery outcomes; and

WHEREAS, the County seeks to strengthen its Behavioral Health, Co-Occurring, and Substance Use Disorder (BHCOSUD) System of Care by evaluating innovative, technology-enabled strategies that enhance recovery capital, reduce relapse risk, and improve system-level coordination; and

WHEREAS, the UNIVERSITY has proposed the Technology-Enabled Recovery Ready Initiative (TERRI), a pilot research study designed to assess the effectiveness of a technology-enabled engagement tool for individuals diagnosed with substance use disorders, mental illness, and/or co-occurring disorders; and

WHEREAS, the University has represented that all research, data collection, data sharing, and technology integration activities under this Agreement will comply with applicable federal, state, and local laws, including HIPAA, data privacy, cybersecurity standards, and County requirements; and

WHEREAS, the County desires to engage the University to conduct the TERRI pilot research study and related community education and client engagement activities using Opioid Settlement Funds, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the UNIVERSITY 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 UNIVERSITY agrees to provide The Technology-Enabled Recovery Ready Initiative (TERRI) services to residents of the COUNTY as set forth in **EXHIBIT A - SCOPE OF WORK AND SERVICES, EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITION**, and **EXHIBIT H - ROMA LOGIC MODEL**. The UNIVERSITY also agrees to provide deliverables, including reports, as specified in **EXHIBIT I - UNIVERSITY'S PROGRAMMATIC REQUIREMENTS,** and shall comply with the reporting requirements in **EXHIBIT J - FLORIDA ALLOCATION AND STATEWIDE RESPONSE AGREEMENT**. No changes in the Scope of Work and Services are to be conducted without the written approval of Palm Beach County Community Services Department (the DEPARTMENT). The UNIVERSITY receiving funds must be a UNIVERSITY within Palm Beach County and the UNIVERSITY'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 this Agreement, including **EXHIBIT A, EXHIBIT B,** and **EXHIBIT I;** and (5) all other documents, if any, cited herein or incorporated herein by reference.

The terms and conditions on any Purchase Order (PO) issued for this Agreement shall not apply; this Agreement is governed solely by terms and conditions of this Agreement.

ARTICLE 4 – SCHEDULE

The term of this Agreement shall commence on the date of execution of this Agreement and end on June 30, 2028 (Term).

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 I,** and **EXHIBIT J.**

ARTICLE 5 – PAYMENTS TO UNIVERSITY

The COUNTY shall pay to the UNIVERSITY 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 THE TERM OF THIS AGREEEMNT.**

The UNIVERSITY 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, UNIVERSITY shall submit bills for any travel expenses in accordance with section 112.061 Florida Statutes. All requests for payments of this Agreement shall include an original cover memo on UNIVERSITY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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 forty-five (45) 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 UNIVERSITY and necessary adjustments have been approved by the COUNTY. In the event that the UNIVERSITY has drawn down all possible funds prior to the end of the Agreement Term and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding opportunity.

Should this Agreement have approved subcontractor(s), the UNIVERSITY 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 UNIVERSITY will

clearly state "final invoice" on the UNIVERSITY'S final/last billing to the COUNTY. This shall constitute UNIVERSITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the UNIVERSITY.

In order to do business with Palm Beach 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 UNIVERSITY intends to use sub-agencies, UNIVERSITY must also ensure that all sub-agencies are registered as agencies in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-agency register in VSS. COUNTY will not finalize an award until the COUNTY has verified that the UNIVERSITY and all of its sub-agencies are registered in VSS.

ARTICLE 6 - AVAILABILITY OF FUNDS

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

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the UNIVERSITY 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 the UNIVERSITY'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 UNIVERSITY FUNDING LEVELS

This Agreement may be amended in writing with signatures from both parties 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 UNIVERSITY 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 (after making any allowable budget transfers), 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. Sweeps are when the COUNTY gathers unutilized funds and reallocates them to another OSF program. The Department Director or Assistant Director shall provide written notice to the UNIVERSITY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of this Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of

the Agreement.

UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY may apply for those funds. UNIVERSITY 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 UNIVERSITY'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 Board of County Commissioners (BCC).

ARTICLE 9 – INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, UNIVERSITY acknowledges and represents that UNIVERSITY is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

UNIVERSITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440. When requested, UNIVERSITY shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status. Compliance with the foregoing requirements shall not relieve UNIVERSITY of its liability and obligations under this Agreement. UNIVERSITY agrees its self-insurance, general liability and automobile liability insurance shall, as permitted by the State of Florida Risk Management Trust Fund policies, be primary as respect to any coverage afforded to or maintained by COUNTY.

ARTICLE 10 - INDEMNIFICATION

To the extent provided under section 768.28 of the Florida Statutes, UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the UNIVERSITY and its officers, employees, and agents while acting within the scope of their employment or agency by UNIVERSITY. Nothing contained, referenced or incorporated herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) the consent of the Florida Atlantic University Board of Trustees, the State of Florida or their respective officers, employees or agents to be sued.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

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

The UNIVERSITY 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 UNIVERSITY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the research conducted.

The UNIVERSITY further represents that it has, or will secure at its own expenses, 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.

The UNIVERSITY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest in this Interlocal Agreement. Further, the members must also serve the UNIVERSITY without compensation.

The UNIVERSITY shall comply with all legal criminal history record check regulations required for the population they serve. UNIVERSITY will have and comply with 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. UNIVERSITY may hire employees prior to obtaining the Level 2 background check results, 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

UNIVERSITY.

ARTICLE 13 - PERSONNEL

The UNIVERSITY agrees that all research shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the UNIVERSITY'S key personnel, or any personnel turnover which could adversely impact the UNIVERSITY'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. UNIVERSITY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required herein under shall be performed by the UNIVERSITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The UNIVERSITY 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 UNIVERSITY'S personnel (and all Sub-contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 – SUB-CONTRACTING

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

If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the UNIVERSITY shall promptly do so, subject to acceptance of the new sub-contractor 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 UNIVERSITY represents that throughout the term of the Agreement, including any renewals thereof, if applicable, it complies with all applicable laws requiring that it treat all of its employees 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 UNIVERSITY represents 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 UNIVERSITY shall not discriminate in violation of applicable laws, 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 sub-contractors, vendors, suppliers, or commercial customers, nor shall the UNIVERSITY retaliate against any

person in violation of applicable laws, for reporting instances of such discrimination. The UNIVERSITY shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contracting 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.

UNIVERSITY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.SC. § 2000d et seq., Title VI, Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended , which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended , which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended , which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which this Agreement that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement. Vendor shall comply with the Drug Free Workforce Act of 1988.

The UNIVERSITY 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. UNIVERSITY shall include this language in its sub-contracts.

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 UNIVERSITY.

ARTICLE 17 – OPIOID SETTLEMENT FUNDS FUNDED UNIVERSITY'S PROGRAMMATIC REQUIREMENTS

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

ARTICLE 18 - ACCESS AND AUDITS

The UNIVERSITY 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 related to audits or reviews commenced prior to the expiration of the seven (7) year retention period. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the UNIVERSITY'S place of business.

The UNIVERSITY will provide a final close out report and Financial Reconciliation Statement as set forth in **EXHIBIT C** on accounting for all funds expended hereunder no later than sixty (60) days from the Agreement end date.

The UNIVERSITY shall provide the COUNTY with an annual financial audit report, which 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. § 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 UNIVERSITY'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, agreements and grant revenue by sponsoring agency and agreement/grant number.

c. Links to the complete financial audit reports are available at:
https://www.fau.edu/research-admin/research-accounting/audit-reports/

d. The audit is due within (12) months after the end of the UNIVERSITY'S fiscal year.

e. Upon COUNTY's request the UNIVERSITY will provide a final close out report and Financial Reconciliation Statement as set forth in **EXHIBIT C** on accounting for all funds expended hereunder no later than sixty (60) days from the Grant Year end date.

f. UNIVERSITY shall establish policies and procedures and provide a statement upon request, noting that the accounting system or systems established by the UNIVERSITY has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 19 - CONFLICT OF INTEREST

The UNIVERSITY 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 UNIVERSITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The UNIVERSITY shall promptly notify the COUNTY'S representative, in writing, of all potential conflicts of interest of any prospective business association, interest or other circumstances that may influence or appear to influence the UNIVERSITY'S judgment or quality of services being provided hereunder. Such

written notification shall identify the prospective business association, interest or circumstance, the nature of work that the UNIVERSITY may undertake and 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 UNIVERSITY. The COUNTY agrees to notify the UNIVERSITY of its opinion by certified mail within thirty (30) days of receipt of notification by the UNIVERSITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the UNIVERSITY, the COUNTY shall so state in the notification and the UNIVERSITY 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 UNIVERSITY under the terms of this Agreement.

ARTICLE 20 - DRUG-FREE WORKPLACE

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

1. 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.

2. Inform employees about the dangers of drug abuse in the workplace, the UNIVERSITY'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.

3. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.

4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Agreement services, the employee will abide by the terms of the statement and will notify the UNIVERSITY of any conviction of, or plea of guilty 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.

5. 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, by any employee who is so convicted or so pleads.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

ARTICLE 21 - AMERICANS WITH DISABILITIES (ADA)

The UNIVERSITY shall meet all applicable 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 22 - INDEPENDENT CONTRACTOR RELATIONSHIP

The UNIVERSITY 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 UNIVERSITY'S sole direction, supervision, and control. The UNIVERSITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the UNIVERSITY'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 UNIVERSITY 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 23 - CONTINGENT FEES

The UNIVERSITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the UNIVERSITY 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 UNIVERSITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, sub-contractors and consultants 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 section 287.133(3)(a), Florida Statutes.

ARTICLE 25 - EXCUSABLE DELAYS

The UNIVERSITY 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 UNIVERSITY or its sub-contractors 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 UNIVERSITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the UNIVERSITY'S failure to perform was without it or its sub-contractors 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 26 - ARREARS

The UNIVERSITY 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 UNIVERSITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 27 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The UNIVERSITY 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.

UNIVERSITY 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 which have been created as a part of the UNIVERSITY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the UNIVERSITY, 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 UNIVERSITY, and wherever located shall be provided to the COUNTY but that UNIVERSITY may retain a copy and use such materials for its internal research purposes.

UNIVERSITY reserves to itself and its employees the right to publish the results of the Project in whole or in part as they deem appropriate. In order that the premature public disclosure of such information does not adversely affect the interest of the parties, UNIVERSITY shall provide the COUNTY'S representative/liaison with a copy of each manuscript using data and information obtained as a result of this Agreement that is intended for publication. The COUNTY may request delay in publication for a period of time determined necessary by the COUNTY. If the COUNTY does not make written request for delay in publication within sixty (60) days, UNIVERSITY shall be free to publish the manuscript at any time at the end of the sixty (60) days. UNIVERSITY reserves the right to use the results of this work for educational or research purposes.

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 UNIVERSITY 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 28 - TERMINATION

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

the COUNTY, with cause upon the occurrence of a material default upon five (5) business days' written notice to the UNIVERSITY or without cause upon ten (10) business days' written notice to the UNIVERSITY. Unless the UNIVERSITY is in breach of this Agreement, the UNIVERSITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination, and for non-cancelable obligations for the term of the Agreement incurred prior to the effective date of termination to the maximum amount authorized under EXHIBIT J. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the UNIVERSITY 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 29 – 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 30 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the UNIVERSITY of the COUNTY'S notification of a contemplated change, the UNIVERSITY 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 UNIVERSITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the UNIVERSITY 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 Agreement Amendment and the UNIVERSITY shall not commence work on any such change until such written amendment is signed by the UNIVERSITY and approved and executed on behalf of Palm Beach County.

ARTICLE 31- 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, and if sent to the COUNTY shall be mailed to:

Taruna Malhotra, Assistant Department Director Palm
Beach County Community Services Department 810
Datura Street
West Palm Beach, FL 33401 and

if sent to the UNIVERSITY, shall be mailed to:

ATTN: Miriam Campo, Associate VP, Sponsored Programs
Florida Atlantic University
777 Glades Road, Admin Bldg. AD 10, Suite 297
Boca Raton, FL 33431

ARTICLE 32 - STANDARDS OF CONDUCT FOR EMPLOYEES

The UNIVERSITY 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, UNIVERSITY 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.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective UNIVERSITY 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 UNIVERSITY shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-agency who are 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 a review upon request, for example, during a site visit.

ARTICLE 33 - SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, sub- contractors 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 section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if UNIVERSITY 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 UNIVERSITY 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 Terrorism Sectors List created pursuant to sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if UNIVERSITY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the County.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by UNIVERSITY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement may be imposed, pursuant to section 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 UNIVERSITY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the UNIVERSITY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time, The UNIVERSITY 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 UNIVERSITY 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 public 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 UNIVERSITY does not transfer the records to the public agency.

D. Upon completion of the Agreement the UNIVERSITY shall transfer, at no cost to the COUNTY, all public records in possession of the UNIVERSITY 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 UNIVERSITY transfers all public records to the COUNTY upon completion of the Agreement, the UNIVERSITY may retain one (1) copy of the public records in order for it to comply with its obligations under the Florida Public Records Laws and shall destroy any other remaining duplicates. If the UNIVERSITY keeps and maintains public records upon completion

of the Agreement, the UNIVERSITY shall meet all applicable requirements for retaining public records. All records stored electronically by the UNIVERSITY 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 UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'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, and 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 UNIVERSITY, UNIVERSITY's employees, sub-contractors of UNIVERSITY and employees of sub-contractors 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 Resolution R-2003-1274, as amended. The UNIVERSITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the UNIVERSITY 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 "criminal justice information facilities" pursuant to the Ordinance and above-mentioned Resolution, as amended. COUNTY staff representing the DEPARTMENT will contact the UNIVERSITY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The UNIVERSITY shall make every effort to collect the badges of its employees and its sub-contractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the UNIVERSITY or its sub-contractor(s) terminates an employee who has been issued a badge, the UNIVERSITY must notify the COUNTY within twenty-four (24) hours. At the time of termination, the UNIVERSITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the UNIVERSITY if the UNIVERSITY 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 UNIVERSITY employee or sub-contractor 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 DIGITAL ACCESSIBILITY COMPLIANCE

UNIVERSITY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. UNIVERSITY acknowledges that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may

be electronically displayed, accessed, distributed, or made available to the public by the County must conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format specified by the COUNTY to be compliant with the applicable accessibility standard at the time of delivery. UNIVERSITY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, UNIVERSITY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, UNIVERSITY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. UNIVERSITY shall ensure that the third-party digital content or platforms used in performance of this Agreement and described in Exhibit A, Scope of Work and Services, either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 37 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach 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 UNIVERSITY, 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 UNIVERSITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct the research covered under this Agreement, and that it will at all times conduct its research 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, sub-contractor, 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 UNIVERSITY. The UNIVERSITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the UNIVERSITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The UNIVERSITY 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 UNIVERSITY 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 their obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT E**, which is attached hereto and incorporated herein.

ARTICLE 42 - DEBARMENT AND SUSPENSION

A completed "Certification Regarding Lobbying, Byrd Anti-Lobbying Amendment" **(EXHIBIT F)** is required at time of Agreement execution. Upon request, the UNIVERSITY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

A completed "Certification Regarding Debarment and Suspension" **(EXHIBIT G)** is required at time of Agreement execution. Upon request, the UNIVERSITY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the UNIVERSITY is required to verify that none of the UNIVERSITY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The UNIVERSITY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C during the Term of this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the UNIVERSITY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ARTICLE 43 - 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 44 - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

The UNIVERSITY 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 UNIVERSITY agrees to include these requirements in each sub-contract exceeding $100,000 financed in whole or in part with Federal assistance money.

ARTICLE 45 - SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Notwithstanding any provision in this Agreement to the contrary, the following terms and conditions shall apply.

45.1 COUNTY INTELLECTUAL PROPERTY. Title to any invention conceived or first reduced to practice in performance of the Research solely by the COUNTY'S personnel without significant use of UNIVERSITY administered funds or facilities ("COUNTY Invention") shall remain with the COUNTY. Title to, and the copyright in, any copyrightable material first produced or composed in the performance of the Research solely by the COUNTY'S personnel without significant use of UNIVERSITY administered funds or facilities ("COUNTY Copyright") shall remain with the COUNTY. Neither COUNTY Inventions nor COUNTY Copyrights shall be subject to the terms and conditions of this Agreement.

45.2 JOINT INTELLECTUAL PROPERTY

a. JOINT INVENTIONS. The Parties shall have joint title to: (i) any invention conceived or first reduced to practice jointly by employees and/or students of UNIVERSITY and the COUNTY'S personnel in the performance of the Research; and (ii) any invention conceived or first reduced to practice solely by the COUNTY'S personnel in the performance of the Research with significant use of UNIVERSITY administered funds or facilities (each, a "Joint Invention"). The

COUNTY shall be notified of any Joint Invention promptly after an invention disclosure is received by UNIVERSITY'S Office of Technology Development ("OTD"). UNIVERSITY shall have the first right to file a patent application on a Joint Invention in the names of both Parties. All expenses incurred in obtaining and maintaining any patent on such Joint Invention shall be equally shared. If one Party declines to share in such expenses, the other Party may take over the prosecution and maintenance of the patent, at its own expense, and the Party that declines to pay such expenses shall assign its ownership rights to the Party that pays the expenses.

b. LICENSES. If neither Party has declined to equally share the payment of expenses incurred in obtaining and maintaining any patent on such Joint Invention, then each Party shall have the independent, unrestricted right to license to third parties any such Joint Invention without accounting to the other Party, except that the COUNTY shall be entitled to request, within three (3) months after UNIVERSITY'S notification to the COUNTY that a patent application has been filed, an exclusive license to UNIVERSITY'S interest in a Joint Invention as provided under paragraph 45.3.b(i) below.

c. JOINTLY DEVELOPED COPYRIGHTABLE MATERIALS. Copyrightable materials, including computer software, developed in the performance of the Research: (i) jointly by employees and/or students of UNIVERSITY and the COUNTY'S personnel; or (ii) solely by the COUNTY'S personnel with significant use of UNIVERSITY administered funds or facilities, shall be jointly owned by both Parties, who shall each have the independent, unrestricted right to dispose of such copyrightable materials and their share of the copyrights therein as they deem appropriate, without any obligation of accounting to the other Party.

45.3 UNIVERSITY INTELLECTUAL PROPERTY

a. UNIVERSITY INVENTIONS. UNIVERSITY shall have sole title to: (i) any invention conceived or first reduced to practice solely by employees and/or students of UNIVERSITY in the performance of the Research (each an "UNIVERSITY Invention"); and (ii) any invention conceived or first reduced to practice solely by the COUNTY'S personnel with significant use of UNIVERSITY administered funds or facilities administered by UNIVERSITY, if the invention is conceived or reduced to practice other than in the performance of the Research. The COUNTY shall be notified of any UNIVERSITY Invention promptly after a disclosure is received by UNIVERSITY'S OTD. UNIVERSITY may (i) file a patent application at its own discretion, or (ii) shall do so at the request of the COUNTY and at the COUNTY'S expense, provided COUNTY notifies UNIVERSITY within thirty (30) days of its receipt of the invention notice from UNIVERSITY.

b. LICENSING OPTIONS. For each UNIVERSITY Invention on which a patent application is filed by UNIVERSITY, UNIVERSITY hereby grants the COUNTY a non-exclusive, non-transferable, royalty-free license for non-commercial internal research purposes. The COUNTY shall further be entitled to elect an option to the following commercial license by notice in writing to UNIVERSITY within three (3) months after UNIVERSITY'S notification to the COUNTY that a patent application has been filed:

(i) a royalty-bearing, limited-term, exclusive license (subject to third party rights, if any, and in a designated field of use, where appropriate) to the COUNTY, including the right to sublicense, in the United States and/or any foreign country elected by the COUNTY

pursuant to Section 45.3.c. below, to make, have made, use, lease, sell and import products embodying or produced through the use of such invention. This option to elect an exclusive license is subject to UNIVERSITY'S concurrence, and the negotiation of commercially reasonable license terms and conditions, and is conditioned upon COUNTY'S payment to UNIVERSITY for the costs of patent prosecution and maintenance in the United States, and any elected foreign country, and to cause any products produced pursuant to this license that will be used or sold in the United States to be substantially manufactured in the United States.

If the COUNTY and UNIVERSITY do not enter into a license agreement within three (3) months after the COUNTY'S election to proceed under paragraph 45.3.b.(i) above, the COUNTY's rights under paragraph 45.3.b.(i) will expire.

c. FOREIGN FILING ELECTION. If the COUNTY elects a license under 45.3.b.(i), the COUNTY shall notify UNIVERSITY of those foreign countries in which it desires a license in sufficient time for UNIVERSITY to satisfy the patent law requirements of those countries. The UNIVERSITY shall provide COUNTY with an invoice in the amount of a good faith estimate for the anticipated out-of-pocket costs, including patent filing, prosecution and maintenance fees, related to those foreign filings. COUNTY shall pay the invoice amount as soon as possible to avoid the UNIVERSITY having to pay those costs prior to receiving COUNTY'S payment. To the extent that the estimated amount is greater or smaller than the actual incurred costs, the parties shall settle the differential amount as soon as possible after the actual amount is known.

d. CONFIDENTIALITY OF INVENTION DISCLOSURES. The COUNTY shall retain all invention disclosures submitted to the COUNTY by UNIVERSITY in confidence and use its best efforts to prevent their disclosure to third parties. The COUNTY shall be relieved of this obligation only when this information becomes publicly available through no fault of the COUNTY.

e. COPYRIGHT OWNERSHIP AND LICENSES. Title to, and the copyright in, any copyrightable material first produced or composed in the performance of the Research solely by employees and/or students of UNIVERSITY shall remain with UNIVERSITY.

(i) For computer software and its documentation, and/or informational databases, which are required to be delivered to the COUNTY in accordance with APPENDIX A, COUNTY shall have a royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works based upon, and display, such computer software and its documentation, and/or databases, for internal, non- commercial purposes.

(ii) For computer software and its documentation, and/or informational databases, which are required to be delivered to the COUNTY in accordance with APPENDIX A, the COUNTY shall be entitled to elect, by notice to UNIVERSITY within three (3) months following UNIVERSITY'S notification or delivery to the COUNTY of such software, documentation, or databases, a commercially reasonable royalty- bearing, non-transferable, exclusive right and license to use, reproduce, make derivative works based upon, display, and distribute to end users for commercial purposes, such software, documentation, or databases.

(iii) If the use of the software described in 45.3.e. (i) and (ii) and would infringe claims of a

patent application filed pursuant to paragraph 45.3.a. ("UNIVERSITY Inventions"), then the COUNTY will need to elect license rights in such patent as set forth in 45.3.b. above in order to receive any license described in this paragraph 45.3.e. If such computer software is a derivative of UNIVERSITY software existing prior to the start of the Research, then COUNTY will need to obtain a license to such pre-existing software, which license may be royalty- bearing if COUNTY elects the exclusive commercial license described in 45.3.e. (ii) above.

f. RIGHTS IN TANGIBLE RESEARCH PROPERTY. In the event that UNIVERSITY elects to establish property rights, other than patents, to any tangible research property (TRP), including but not limited to biological materials, developed during the course of the Research, UNIVERSITY and the COUNTY will determine the disposition of rights to such property by separate agreement. UNIVERSITY will, at a minimum, reserve the right to use and distribute TRP for non-commercial research purposes.

g. LICENSE EFFECTIVE DATE. All licenses elected by the COUNTY pursuant to Sections b., e., and f. of this Article 45.3 become effective as of the date the Parties sign a separate license agreement

45.4 PATENT AND TRADEMARK ACT AMENDMENTS OF 1980 (BAYH-DOLE ACT)

COUNTY acknowledges that it understands the provisions of the Patent and Trademark Act Amendments of 1980 (the "Bayh–Dole Act"), and that the Act applies to all UNIVERSITY Inventions and Joint Inventions which arise from UNIVERSITY research which in whole, or in part, is, or has been, funded by the federal government. Among other provisions, the Act provides that if the UNIVERSITY elects to retain title to an invention, it shall grant to the government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

ARTICLE 46 - MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

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

ARTICLE 47 - PROCUREMENT OF RECOVERED MATERIALS

UNIVERSITY 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 48 - PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

UNIVERSITY acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to pertaining to this Agreement.

ARTICLE 49 – CONFIDENTIALITY

49.1 "Confidential Information" is non-public information which is marked or identified in accordance with this section and owned or controlled by one party ("Disclosing Party") and disclosed to the other ("Receiving Party") in connection with this Agreement. The parties may share Confidential Information with each other pursuant to this Agreement and/or in connection with the Research. Confidential Information shall be clearly marked by the Disclosing Party as "Confidential Information" and furnished in writing or, if orally disclosed, reduced to writing within thirty (30) days of disclosure by the Disclosing Party. Confidential Information shall remain the property of the Disclosing Party for a period of three (3) years from the termination or expiration of the Agreement. Confidential Information shall not be used or disclosed to others by the Receiving Party except in furtherance of this Agreement. The foregoing obligations of non-use and non- disclosure shall not apply to:

a. information which after disclosure is published or otherwise becomes part of the public domain through no fault of the Receiving Party;

b. information which was in the possession of the Receiving Party at the time of disclosure, and was not acquired from COUNTY under an obligation of confidentiality;

c. information for which COUNTY provides written permission to disclose; or

d. information the Receiving Party must disclose by court order or by law, including in the case of UNIVERSITY or COUNTY, the Florida public records law.

49.2 The Receiving Party shall endeavor to provide the Disclosing Party with notice prior to disclosure pursuant to Section 50.1.d. when possible, so that Disclosing Party may intervene to protect the confidentiality of the information.

ARTICLE 50 - FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

UNIVERSITY acknowledges that it must comply with 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 sub-contractor under the Agreement. (31 U.S.C. § 3729).

ARTICLE 51 – REGULATIONS

The UNIVERSITY 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 UNIVERSITY 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 52 - E-VERIFY - EMPLOYMENT ELIGIBILITY

UNIVERSITY 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 (E- Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all new employees; and (2) that, as a public agency, UNIVERSITY requires contractors working for it to register with the E- Verify System and use the E-Verify System to electronically verify the employment eligibility of all new employees, and to verify that all of their subcontractors and subconsultants 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 new employees. UNIVERSITY shall require that its contractors obtain from each of its subconsultants and subcontractors, an affidavit stating that the each contractor, subcontractor and subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien as that term is defined in section 448.095(1)(k), Florida Statutes and/or has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify UNIVERSITY to terminate its contract with the contractor and UNIVERSITY shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this AGREEMENT pursuant to the above, UNIVERSITY 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, UNIVERSITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 53 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

UNIVERSITY certifies that it complies with F.S. 1010.25, as provided in F.S. 286.101, as both may be amended from time to time.

ARTICLE 54 - 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 55- ENTIRETY OF CONTRACTUAL AGREEMENT

The UNIVERSITY agrees that the Scope of Work has been developed from the UNIVERSITY'S funding negotiations and that the COUNTY expects performance by the UNIVERSITY in accordance with such negotiations. In the event of a conflict between the negotiations and this Agreement, this Agreement shall control.

The COUNTY and the UNIVERSITY 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 UNIVERSITY has hereunto set his/her hand the day and year above written.

ATTEST:

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT & COMPTROLLER

BY: _____
Deputy Clerk

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

BY: _____
Sara Baxter, Mayor

UNIVERSITY:

Florida Atlantic University Board of Trustees

BY:_____
Authorized Signature

Miriam Campo, Associate VP, Sponsored Programs
UNIVERSITY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:_____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY:_____
James Green, Director Community Services Department

2026 – 2028 INTERLOCAL AGREEMENT OPIOID SETTLEMENT FUNDS (OSF)
SCOPE OF WORK AND SERVICES

University Name: Florida Atlantic University Foundation
Program Name: The Technology-Enabled Recovery Ready Initiative (TERRI) Research Pilot Study
Location: Palm Beach County (PBC)
Focus Population: Young Adults and Adults
Funding Priority: Community Education and Engagement / Resilient and Recovery-Ready Communities

A. Program Description:

The Technology-Enabled Recovery Ready Initiative (TERRI) pilot research study is designed to leverage technology in efforts to evaluate the effectiveness of a modality that will be used to increase engagement of participants who have been diagnosed with substance use, mental illness, and/or co-occurring disorders and/or in recovery. Ultimately, the research will be applied to strengthen Palm Beach County's Behavioral Health, Co-Occurring and Substance Use Disorder (BHCOSUD) System of Care.

This pilot will advance Palm Beach County's Resilience and Recovery Ecosystem through integrated, evidence-based strategies to enhance recovery capital, increase participant engagement, improve retention in services, reduce barriers, and foster resilience across the County. Central to the program's design is the recognition that recovery is a unique journey and that long-term improvements in population health require both direct services and systemic collaboration. Interventions will be tailored to address the holistic needs of individuals, families, and communities across social, personal, and cultural capital domains, while also advancing measurable community health outcomes.

The goals of this initiative include, but are not limited to:

- Conducting a pilot study to evaluate the effectiveness of an identified technology-enabled tool to increase engagement of participants with a substance use disorder, mental illness, and/or co-occurring disorder in efforts to prevent repetitive cycles of treatment stays (relapse) and promote long-term recovery.

- Implementing a multi-sectoral, multi-systems approach that will integrate data from behavioral health and substance use, housing/homelessness, and other systems of care to identify predictive indicators of relapse; inform early intervention, care coordination, and provide recommendations that will lead to timely and effective interventions.

- Engaging recovery community organizations and faith-based organizations through focus groups and/or workgroups to ensure interventions reflect community priorities and secure stakeholder buy-in.

- Promoting community-centered methods through partnerships and collaboration with community health workers, certified peer support specialists and local leaders to address gaps and promote access.

- Increasing community awareness and education.

TERRI will help build a data-informed, accessible ecosystem of care through the collaboration of digital engagement strategies, potential telehealth initiatives, interactive workshops, and data-informed interventions. No Clinical, therapeutic, diagnostic, medical, or treatment services will be rendered to participants by FAU. TERRI intends to evaluate client engagement in efforts to promote long- term recovery outcomes by embedding technology within a multi-sectoral, public health framework. This initiative not only supports individual recovery journeys but also strengthens Palm Beach County's capacity to achieve resilience and healthcare access at the community level.

B. Priority/ Focus Population

Priority Population: Participants (adults) are defined as individuals who are impacted by Substance Use Disorders, Mental Illness, 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 mental health disorders are significant public health issues that impact people across all demographics. Marginalized groups, and individuals living in poverty, uninsured and underinsured individuals, and people with disabilities, face disproportionately high rates of substance use and mental health disorders and have disproportionally lower rates of access to treatment or healthcare services, higher rates of incarceration, and recidivism.

i. **Eligibility Criteria**: Young Adults and Adults (18+) who are residents of Palm Beach County.

ii. **Documentation of Eligibility**: All participants will be screened for eligibility, and appropriate documentation will be maintained in project records.

C. Clients Served

This pilot research study shall engage a minimum of 100 participants through the selected technology annually.

D. Service Delivery

I: Research Planning and Pilot Study Development

i. UNIVERSITY shall prepare and submit an Institutional Review Board (IRB) proposal for the research pilot study.

ii. UNIVERSITY shall develop a collaborative plan to recruit partners across various sectors, including, but not limited to the following; behavioral health and substance use providers/homelessness organizations, community-based organizations, Recovery

iii. Community Organizations/Recovery Community Centers (RCO/RCCs), HIV service providers, and other service providing organizations involved with individuals with substance use disorder, mental illness and/or co-occurring disorders.

iv. UNIVERSITY shall conduct an in-depth literature review on existing technology-driven

devices, methods, and strategies to expand upon evidence-based practices and findings.

v. UNIVERSITY shall conduct preliminary research to assess and identify risk factors by engaging organizations through focus groups to begin identifying behaviors that appear to be high-risk and could be addressed through the use of technology. Focus groups may include but are not limited to: Recovery Community Centers/Organizations, behavioral health providers, recovery community organizations, and peer networks, Faith-based organizations and local community leaders, Healthcare systems, payers, and public agencies, employers, academic institutions, and technology partners, case managers, therapists, and peer specialists.

vi. UNIVERSITY shall engage with external academic and research institutions to determine if previous studies of a similar nature have been conducted. If so, UNIVERSITY shall make efforts to discuss the previous research and its conclusions with the other institution(s) and determine if the current research pilot study needs to be modified. Any such modification shall be discussed with the COUNTY before making any changes.

vii. UNIVERSITY shall develop protocols and a memorandum of agreement (MOA) to ensure that any collaborating organizations and/or institutions adhere to HIPAA-compliant processes and protect personally identifying information. This may include data-sharing protocols and development of appropriate agreements as needed.

II: Coalition-Based and Multi-Sector Implementation

i. Once the IRB is approved, the UNIVERSITY shall provide or facilitate any necessary training and education, along with the technology provider/developer, to ensure compliance with the adopted or selected technology.

ii. UNIVERSITY shall engage RCO/RCCs, faith-based organizations, certified peer recovery specialists, behavioral health providers, substance use treatment facilities, and community-based service providers (Homeless, HIV, etc.) through focus groups to ensure community input is included in developing and implementing the pilot research study.

iii. UNIVERSITY shall establish an oversight committee to review and advise on the effectiveness of the app. This may include suggestions for obtaining and integrating participant feedback, assessing data, and recommending use cases for the app based on the research findings.

iv. UNIVERSITY shall encourage each partner sector to contribute to advancing the initiative's goals through coordinated activities and tasks such as expanding awareness, improving access to resources, strengthening recovery-ready systems, and ensuring accountability through shared metrics and reporting.

III: Technology Integration and Community Education and Engagement

i. UNIVERSITY shall test, track, and deploy selected technology-enabled tools to

promote engagement and measure the impact of how individuals are engaged and connected with resources, peer support, and crisis intervention.

ii. UNIVERSITY shall implement digital surveys to assess perception, engagement, and satisfaction level with the technology-enabled tool. Surveys may also include education and recovery activities that will assist with client engagement.

iii. UNIVERSITY shall deliver and support training, education, and technical assistance as needed to users and organizations deploying and utilizing the technology-enabled tool.

iv. UNIVERSITY shall find opportunities to promote health education resources and digital materials for community dissemination to increase awareness and accessibility. This may include, but is not limited to, community education workshops, outreach events, and public campaigns to reduce stigma, increase awareness, and promote recovery readiness.

v. UNIVERSITY shall work with providers implementing care coordination in the context of recovery in a manner similar to chronic care management, to ensure ongoing client engagement and continuity of care.

vi. UNIVERSITY shall ensure that all technology tools and data integration efforts comply with data privacy and cybersecurity standards, including encryption, access control, and anonymization of personal data as needed.

vii. UNIVERSITY shall ensure strategies and approaches are lived-experience centered and incorporate Resilient and Recovery-Ready Community values such as CHIME - Connectedness; Hope; Identity; Meaning; Empowerment [1]

IV Pilot Study and Research

i. UNIVERSITY shall submit and obtain Institutional Review Board (IRB) approval for a pilot study evaluating technology-enabled recovery outcomes. Pilot shall ensure that all data collection and analysis activities comply with all applicable university, IRB, and County research requirements and ethical standards.

ii. UNIVERSITY shall collect and analyze data to evaluate progress, identify measurable recovery outcomes, and inform recommendations related to using the technology-enabled tool.

iii. UNIVERSITY shall ensure interoperability features and capacity within selected technology-enabled tools to include, but not limited to, Recovery Capital Index (RCI) and client engagement features

iv. UNIVERSITY shall be able to identify the following in the research pilot:

a. Identify high-risk factors based on utilization of the technology through potential multi-system data integration—including behavioral health, housing/ homelessness system of care, and care coordination systems—to identify relapse risk indicators and inform interventions.

b. Identify the percentage of users maintaining recovery with the use of technology in comparison with those who are not using a technology-enabled tool.

c. Identifying the Return on Investment (ROI) with participants using a technology-enabled tool to the system of care.

d. Identify any community impacts, including but not limited to i.e., ER Visits, # of relapses, Recovery Capital analysis, and other social determinants of health and demographic data that are being collected from participants.

E. Required Outcomes

Outcome	Communities will be resilient and recovery-ready
Indicator	Community-based initiatives will be facilitated in a minimum of 10 neighborhoods/communities/focus groups that will encourage the development of resilient and recovery-ready communities by 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 State fiscal year.

Outcome	Improve recovery outcomes and prevent relapse among marginalized and underserved communities.
Indicator	≥50% of participants will demonstrate increased engagement, access, or knowledge of recovery supports as measured by pre/post engagement surveys.

Additional Outcomes the Research Pilot shall include but not limited to:

a. Identifying high-risk factors based on utilization of the technology through potential multi-system data integration—including behavioral health, housing/ homelessness system of care, and care coordination systems—to identify relapse risk indicators and inform interventions.
b. Identifying the percentage of users maintaining recovery with the use of technology in comparison with those who are not using a technology-enabled tool.
c. Identifying the Return on Investment with participants using a technology- enabled tool in the system of care.
d. Identifying any community impacts, including but not limited to i.e., ER Visits, Number of relapses, Recovery Capital analysis, and other social determinants of health data that are being collected from participants.

[1] SAMHSA Roundtable: Recovery Models Roundtable Background Materials (SAMHSA Program to Advance Recovery Knowledge – "SPARK") (Dec. 2024)

F. Required Deliverables:

	Deliverable	Due Date:
I.	a. Copy of IRB Application b. Partner Recruitment & Collaboration Plan c. Focus Group Protocols and Discussion Guides d. Literature Review e. MOAs and Data Sharing Agreements	Within 90 days of contract execution
	f. Focus Group Assessment Identifying: • Risk factors/behaviors • Engagement barriers • Receptiveness to technology-based intervention	Within 180 days of contract execution
II.	a. Coalition Roster with Multi-Sector Representation b. Meeting Minutes and Attendance Logs c. Community Feedback d. Coalition Progress Updates	Quarterly
	e. Oversight Committee Charter	Within 180 days of contract execution
III.	a. Technology Deployment Plan b. Training materials and/or developed user guides c. Survey Instruments (pre/post) d. Survey Results Summary e. Community Education Calendar f. Workshop/Event summary including: • Topic • Attendance • Partner agencies g. Statement describing how CHIME principles were incorporated	Within 180 days of contract execution
IV.	a. IRB Approval Letter b. Data analysis briefs or updates c. Outcome Measurement Updates d. Comparative Analysis (technology users vs. non-users) e. ROI Analysis f. Community Impact Analysis	Annually

EXHIBIT A

Deliverables	Date/Frequency
Bi-monthly reports shall be submitted in narrative format with accompanying detail and documentation (attachments) as applicable. Reports shall include: achieved milestones, next steps; status of research and community engagement; outcomes data, findings to date; recommendations, workgroup minutes, calendar events that include the number of attendees, agencies, summary of events, sign-in sheets and any changes anticipated based on community (meeting) input,	Monthly- Due no later than 10 days after the end of each month
Quarterly Report: Disseminate findings and stakeholder briefings to promote transparency, accountability, and replication potential. This may include but not limited to outcomes data; number and types of engagements; number of completed RCI surveys; average personal/social/cultural and overall RCI scores per location; and calendar events for each upcoming quarter.	Quarterly – Due no later than 15 days after the end of each quarter (January 15, April 15, July 15, October 15)
Annual Report: Comprehensive summary of outcomes, data trends, evaluation findings, fiscal year performance, lessons learned, and recommendations for scale-up.	Annually - Due no later than 30 days after the close of each fiscal year.

**Deliverables and Outcomes will be reviewed and may change at the Department level during the contract year.

2026 – 2028 INTERLOCAL AGREEMENT OPIOID SETTLEMENT FUNDS (OSF)
UNITS OF SERVICE RATE AND DEFINITION

University Name: Florida Atlantic University Board of Trustees
Program Name: The Technology-Enabled Recovery Ready Initiative (TERRI)

Description	Unit Costs*	Contract Period 1: Date of Execution – June 30, 2026	Contract Period 2: July 1, 2026 – June 30, 2027	Contract Period 3: July 1, 2027 – June 30, 2028	Total Contract Amount
Service: Operating Costs This an actual cost reimbursement contract. Actual costs for activities listed in the Scope of Work (Exhibit A) will be reimbursed based on proof of payments via receipts, cashed checks or UNIVERSITY general ledger.	Actual	$142,858	$142,858	$142,858	$428,574
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual	$7,142	$7,142	$7,142	$21,426
Total		**$150,000****	**$150,000**	**$150,000**	**$450,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses.*

*** Unspent from Period 1 may be rolled over to Period 2, and unspent Period 2 funds may be rolled over to Period 3 with department approval. In the event of a carryover, the remaining contract funds will be adjusted accordingly to incorporate the carried-over amount.*

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 – 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 via desk and/or on-site monitoring on a periodic basis.

EXHIBIT C

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and UNIVERSITY Name ("UNIVERSITY") **[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

EXHIBIT D

COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form

UNIVERSITY / 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 UNIVERSITY liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an UNIVERSITY staff
- ☐ Incidents that may portray the UNIVERSITY 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 UNIVERSITY liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an UNIVERSITY staff
- ☐ Incidents that may portray the UNIVERSITY 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**

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 UNIVERSITY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow UNIVERSITY access and use of the Premises. The UNIVERSITY shall be entitled to use the Premises without charge. The COUNTY will provide the UNIVERSITY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The UNIVERSITY accepts the Premises in "as is" condition. The UNIVERSITY 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 UNIVERSITY of said use. The UNIVERSITY shall, at UNIVERSITY'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 UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY damages the Premises, COUNTY shall complete the necessary repairs and the UNIVERSITY 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 UNIVERSITY.

4. **Waste and Nuisance:** The UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY. Upon UNIVERSITY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the UNIVERSITY shall vacate the Premises within thirty (30) days, whereupon the UNIVERSITY'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.

7. **Surrender of Premises:** Upon expiration or earlier termination of the UNIVERSITY'S

license

to use the Premises, the UNIVERSITY, 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.

8. Liability: To the extent provided under Section 768.28 of the Florida Statutes, UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UNIVERSITY and its officers, employees, and agents while acting within the scope of their employment or agency by UNIVERSITY. Nothing contained, referenced or incorporated herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) the consent of the Florida Atlantic University Board of Trustees, the State of Florida or their respective officers, employees or agents to be sued.

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EXHIBIT F

CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
This Required Certification MUST be Submitted

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor, Florida Atlantic University Board of Trustees, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Vendor's Authorized Official

Miriam Campo, Associate VP, Sponsored Programs
Name and Title of Vendor's Authorized Official

_____
Date

EXHIBIT G

CERTIFICATION DEBARMENT AND SUSPENSION

The Vendor certifies that:

a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Florida Atlantic University Board of Trustees

ADDRESS: 777 Glades Road, Boca Raton, FL 33431

COMPANY'S AUTHORIZED OFFICIAL:

Miriam Campo, Associate VP, Sponsored Programs

Name and Title

Signature

Date

COMMUNITY SERVICES DEPARTMENT
2026-2028 Opioid Settlement Funding (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

UNIVERSITY Name	Florida Atlantic University		Program Name	The Technology-Enabled Recovery Ready Initiative (TERRI)				
Name of person completing this logic model:	Alan Kunz Lomelin		Email of person completing this logic model:	akunzlomelin@fau.edu			Phone # of person completing this logic model:	972-358-0575
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*
High-need communities in Palm Beach County (e.g., Glades, Riviera Beach, West Palm Beach, Lake Worth Beach, and Delray Beach) face increased rates of substance use, limited behavioral health resources, and widespread stigma resulting in poor recovery readiness and low recovery capital.	• Conduct a pilot study to evaluate the effectiveness of an identified technology-enabled app utilizing technology to increase engagement among recovery-ready communities, improve recovery outcomes, and prevent relapse. • Implement a multi-sectoral, multi-systems approach, integrating data from various systems interventions. • Engage recovery community organizations, and faith-based organizations. • Promote community-centered methods through partnerships and collaboration • Increase community awareness and education • Support adoption and utilization of accessible technologies to increase sustained engagement, connect individuals to resources and providers, and facilitate long-term recovery. • Advancing behavioral health access by addressing social determinants of health and ensuring diverse, community representation in every stage of planning and implementation.	1. Communities will be resilient and recovery-ready 2. Increased resilience at the Community level. 3. Improve recovery outcomes and prevent relapses among marginalized and underserved communities.	1. Community-based initiatives will be facilitated in a minimum of 10 neighborhoods/communities/focus groups that will encourage the development of resilient and recovery-ready communities by 2027. 2. 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 State fiscal year. 3. ≥50% of participants will demonstrate increased engagement, access, or knowledge of recovery supports as measured by pre/post engagement surveys.		<u>Output Tool</u>: App engagement/ data usage analytics, sign-in sheets, focus groups, work-group minutes, pre/post session tests <u>Outcome Tool</u>: Recovery Capital Index, Self-Efficacy Scales, community engagement metrics, Outcomes data logs, findings, updates, recommendations, workgroup minutes, calendar events, partner list, number of workshops, and any other relevant tools	<u>Who does it?</u>: FAU evaluation team <u>What is the process?</u>: Data collected via focus groups, digital platform, and partner agencies <u>Where is the data stored?</u> Encrypted FAU servers with compliance to data security protocols	<u>Data Collection</u>: Before and after each training session or workshop. In addition, when possible, data sharing agreements may be drafted with local partners to gain access to secondary data collected by their UNIVERSITY. Quarterly updates from established workgroups <u>Data Reporting</u>: Monthly/ quarterly/annual reports annual updates from at least three (3) sector-based workgroups, meeting quarterly, to report on coalition engagement, implementation progress, and health outcomes.

Mission Statement: The mission of the FAU Foundation is to empower community agencies, providers, and families by leveraging cutting-edge technologies to enhance training, education, and community engagement. We are committed to building resilient, recovery-ready communities across Palm Beach County by addressing key social determinants of health, reducing stigma, and fostering collaborative partnerships. Through data-driven insights and immersive, culturally responsive learning experiences, we strive to transform challenges into opportunities for sustainable, person-centered support, ensuring that every community member has access to the tools and knowledge needed to thrive.

UNIVERSITY'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 Agreement and may result in termination of this Agreement.

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

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

3. UNIVERSITY 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.

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

5. UNIVERSITY shall promptly provide data for state and COUNTY mandatory OSF funding reporting requirements.

6. UNIVERSITY shall ensure that no confidential data collected, maintained or used during the course of the Agreement Term or thereafter shall be disseminated, except as provided for in accordance with Article 49 (Confidentiality) of the Agreement.

7. UNIVERSITY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the UNIVERSITY 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 UNIVERSITY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable advance notice for purposes of review, analysis, inspection and audit during normal business hours.

8. UNIVERSITY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B,** and current monitoring tool.

9. 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.

10. Data Entry:

    UNIVERSITY shall provide the DEPARTMENT with participant-level data as requested. UNIVERSITY 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 Agreement, as well as all programs, program participants, services, and strategies employed under this Agreement, as applicable. Data entered in the designated website reporting system or spreadsheet shall be consistent with the data maintained in the UNIVERSITY'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 Agreement and a basis for termination of this Agreement. UNIVERSITY 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 Agreement, as well as to determine UNIVERSITY'S progress in attaining its outcomes as outlined in **EXHIBIT A.**

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

12. UNIVERSITY must enter all programmatic data into the DEPARTMENT designated data entry system which shall be compliant with federal law.

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

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

    UNIVERSITY 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. UNIVERSITY 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).

14. If UNIVERSITY provides care coordination services, UNIVERSITY 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.

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

    UNIVERSITY 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 UNIVERSITY is providing under this Agreement.

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

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

18. UNIVERSITY shall have clearly written eligibility criteria and processes that include the following:

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

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

    c. UNIVERSITY'S applicable policies and procedures and shall be in alignment with

Commented [EA1]: Our attorney would like to see what these are.

Commented [EK2R1]: Please see the attached.

Commented [EA3R1]: OK

Participant eligibility as described in **EXHIBIT A.**

d. UNIVERSITY 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.

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

a. UNIVERSITY 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. UNIVERSITY 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. UNIVERSITY 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.
- 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-UNIVERSITY 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.

20. Disclosure of Incidents:

UNIVERSITY 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 D – 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.

21. 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"

22. UNIVERSITY shall have an approved Succession Plan indicating how the UNIVERSITY will communicate to the DEPARTMENT if Key Personnel, staff who are directly linked to the funded program, or Senior Management plans to leave the UNIVERSITY. UNIVERSITY 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.

23. UNIVERSITY 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 D** 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.

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. Temporary interruption of the delivery of services due to closure, emergency,

natural or unnatural disaster.

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

24. UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY engages in training for administering and interpreting data in collaboration with COUNTY's designated vendor.

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

25. Reserved

26. UNIVERSITY 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.

27. UNIVERSITY 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.

28. UNIVERSITY 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 Agreement, 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 UNIVERSITY or program funded under this Agreement and the DEPARTMENT and COUNTY are to be displayed in all public 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 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 UNIVERSITY 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 relating to this Agreement when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement sufficiently in advance (e.g., a minimum of two (2) weeks prior) so the coverage can be promoted using appropriate media channels.

29. In accordance with section 119.0701(4)(a)2.b.), 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 duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

30. UNIVERSITY 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 Agreement, 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 UNIVERSITY or the County can verify employee compliance. UNIVERSITY shall furnish an Attestation Statement, within ninety (90) days of execution of this Agreement, verifying that a cyber security training is in place for all employees that serve Palm Beach County.

31. UNIVERSITY 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 UNIVERSITY skills to achieve outcomes.

32. 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.

33. ADDITIONAL OPIOID SETTLEMENT-SPECIFIC REPORTING AND ACCOUNTABILITY.

EXHIBIT I

UNIVERSITY 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].

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

An UNIVERSITY 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.

UNIVERSITY 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. UNIVERSITYs who have an electronic health (or medical) record (EHR) system can produce these files and will be able to complete the required fields. UNIVERSITYs without access to 837 file formats will use the CSV file format provided by the Department.

- Report expenditures for the previous State fiscal year to the Department of Children and Families (DCF) by no later than August 31st.
- Report to DCF is due by July 1st of each year on how Opioid Funds will be expended in the upcoming State 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.

EXHIBIT J

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

By: John Guard 11/15/2021
DATED

Its: Chief Deputy Attorney General

EXHIBIT A

EXHIBIT J

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

EXHIBIT J

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 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

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		0.1344161970540%
Columbia		0.4467811507920%	
	Columbia County		0.3418872013730%
	Fort White		0.0002360472470%
	Lake City		0.1046597179200%
DeSoto		0.1136404078020%	
	DeSoto County		0.0968846847460%
	Arcadia		0.0167557230560%
Dixie		0.1037445809000%	
	Dixie County		0.0988220879210%
	Cross City		0.0046392362820%
	Horseshoe Beach		0.0002814409490%
Duval		5.4349751569350%	
	Jacksonville		5.2705700649970%
	Atlantic Beach		0.0388915076010%
	Baldwin		0.0022515275890%
	Jacksonville Beach		0.1004471824310%
	Neptune Beach		0.0228148743180%
Escambia		1.3416344492440%	
	Escambia County		1.0058608715740%
	Century		0.0051367512490%
	Pensacola		0.3306368264210%
Flagler		0.3898647122440%	
	Flagler County		0.2797559344090%
	Beverly Beach		0.0001543385850%
	Bunnell		0.0095018095750%
	Flagler Beach		0.0154828836690%
	Marineland		0.0001143921270%
	Palm Coast		0.0848571696260%
Franklin		0.0499112825500%	
	Franklin County		0.0462543659660%
	Apalachicola		0.0017685386060%
	Carabelle		0.0018883779780%
Gadsden		0.1236560740770%	
	Gadsden County		0.0902118106420%

	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		0.3571885102 37%	
	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		0.0000926031516%
	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		0.009146536668%
	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		0.0078331371 11%
	Sunny Isles Beach		0.0076933245 11%
	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		8.6015943720530%	
	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		4.6920872604 94%	
	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		7.9348898167 77%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.6338631120196%
	Dunedin		0.1024408737960%
	Gulfport		0.0478939864600%
	Indian Rocks Beach		0.0089534536620%
	Indian Shores		0.0113230048740%
	Kenneth City		0.0174547860580%
	Largo		0.3741929907770%
	Madeira Beach		0.0226169577790%
	North Reddington Beach		0.0038203339090%
	Oldsmar		0.0394217060330%
	Pinellas Park		0.2516663119910%
	Redington Beach		0.0036115228820%
	Redington Shores		0.0064513528410%
	Safety Harbor		0.0380617107400%
	Seminole		0.0952486957480%
	South Pasadena		0.0299689216560%
	St. Pete Beach		0.0717910466190%
	St. Petersburg		1.4565930901340%
	Tarpon Springs		0.1019705950500%
	Treasure Island		0.0406527832150%
Polk		2.1504830252980%	
	Polk County		1.5580498284840%
	Auburndale		0.0286361625840%
	Bartow		0.0439719706600%
	Davenport		0.0053056158180%
	Dundee		0.0055979512550%
	Eagle Lake		0.0025801779870%
	Fort Meade		0.0077024032510%
	Frostproof		0.0058576032270%
	Haines City		0.0479847738630%
	Highland Park		0.0000635511820%
	Hillcrest Heights		0.0000054472440%
	Lake Alfred		0.0074899607290%
	Lake Hamilton		0.0025402315300%
	Lakeland		0.2948756684680%

	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		0.3263988704590%	
	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%

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FIRST AMENDMENT TO AGREEMENT FOR SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT dated December 2, 2025, is made on this _____ day of _____, 2026, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of 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**.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WHEREAS, on December 2, 2025, the above-named parties entered into a Subrecipient Agreement (R2025-1740) for the provision of a Mobile Unit Purchase for Expanding Syringe Services Programs (ESSP) in Palm Beach County (County)(the Agreement). The Agreement was for an amount not to exceed $275,000 to provide certain services under the Behavioral Health/Substance Use Disorders service category; and

WHEREAS, the need exists to amend the Agreement to update the Articles listed below. .

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Agreement entered into on December 2, 2025, is hereby amended as follows:

I. The foregoing recitals are true and correct and incorporated herein by reference and made a part of the parties' Agreement.

II. The first paragraph in **ARTICLE 4 SCHEDULE** is amended to read as follows:

The term of this Agreement shall be for two (2) years, starting from the date of full execution by COUNTY and ending on June 30, 2027, with no monetary change to the Agreement amount, unless either party notifies the other prior to the expiration of the term. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B-1, EXHIBIT G,** and **ARTICLE 16**

III. The first three paragraphs in **ARTICLE 5 PAYMENTS TO AGENCY** are amended to read as follows:

The total amount to be paid by the COUNTY under this Agreement for all services shall not exceed a total amount of **TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($275,000.00)** over a two-year period.

The AGENCY will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B-1** 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.

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The program and unit cost definitions for this Agreement year are set forth in **EXHIBIT B-1**. 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.

IV. The fifth paragraph in **ARTICLE 5 PAYMENTS TO AGENCY** is amended to read as follows:

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 forty-five (45) 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 contract period and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

V. The second paragraph of **ARTICLE 15 NONDISCRIMINATION** is amended to read as follows:

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 discrimination.

VI. **Section B** of **ARTICLE 34 SCRUTINIZED COMPANIES** is amended to read as follows:

B. When contract value is greater than $1 million: As provided in section 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if AGENCY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been

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engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

VII. **ARTICLE 52 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN** is amended to read as follows:

Pursuant to section 286.101, Florida Statutes, 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.

VIII. New **ARTICLE 54 DIGITAL ACCESSIBILITY COMPLIANCE** is added to the Agreement to read as follows:

AGENCY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. AGENCY represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. AGENCY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, AGENCY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, AGENCY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. AGENCY shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.
Failure to comply with this subsection shall constitute a material breach of this Agreement.

IX. The numbering of **ARTICLE 54 COUNTERPARTS** is updated to reflect **ARTICLE 55 COUNTERPARTS**.

X. The numbering of **ARTICLE 55 ENTIRETY OF CONTRACTUAL AGREEMENT** is updated to reflect **ARTICLE 56 ENTIRETY OF CONTRACTUAL AGREEMENT.**

XI. A new **EXHIBIT B-1 – UNITS OF SERVICE RATE AND DEFINITION**, attached hereto

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and incorporated herein by reference, shall replace **EXHIBIT B – UNITS OF SERVICE AND DEFINITION**, in its entirety.

XII. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment 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 and Comptroller Palm Beach County

BY_____
Deputy Clerk

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

BY_____
Sara Baxter, Mayor

AGENCY:

Rebel Recovery Florida, Inc.

BY: Signed by: Georgeanne Dorney 1DEFEED9C2EF420...
AGENCY'S Signatory Name

Georgeanne Dorney
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Initial JBR

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Signed by: James Green F84BD58B0CEE433...

James Green, Director
Community Services Department

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EXHIBIT B-1

FY 2026 SUBRECIPIENT AGREEMENT
UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Rebel Recovery Florida, Inc.
Program Name: Syringe Services Program
Service/Subcategory: Expanding Syringe Services Programs/Prevent Overdose Deaths and Other Harms
Funding: Opioid Settlement Funds (Regional Funds)

Description	Units Costs	Total Contract Amount
Service: Mobile Unit (Actual cost reimbursement)	Actual	$275,000
Total Contract		$275,000

The mobile unit expense will be reimbursed at the actual cost listed in the invoice submission. The backup documentation – copies of paid receipts, copies of check(s), invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be required for reimbursement.

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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 **Drug Abuse Foundation 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 **23-7074625**.

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement (**EXHIBIT L**), is the designated recipient of Opioid Settlement Funds; 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

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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, Project Engage: Building Recovery Ready Communities establishes and facilitates Recovery Ready Neighborhood Coalitions in marginalized communities, to support recovery-focused community engagement and reduce stigma related to substance use and mental health conditions, by strengthening collaboration among community stakeholders to improve recovery support services; 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 Project Engage: Building Recovery Ready Communities 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 L - FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT**. 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, EXHIBIT H,** and **EXHIBIT L;** and (5) all other documents, including but not limited to, memorandum(s) of understanding and agreements, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on May 1, 2026, and complete services on June 30, 2028.

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 L.**

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 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 L**, 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 Florida Statutes. 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.

Invoices. 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 forty-five (45) days following the COUNTY representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. 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 contract period 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.

VSS Registration Required. 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 State 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 L**.

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

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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

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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.

The AGENCY hereby engages Trinity Counseling Center, Iglesia Casa de Oracion, Inc., People of Purpose, Inc., and The Recovery Church Movement ("Subcontractor") to perform the services described in **EXHIBIT A - SCOPE OF WORK** and in the Memorandum of Understanding ("MOU") attached hereto as **EXHIBIT M.**

The MOU dated May 1, 2026 between AGENCY and Subcontractor (**EXHIBIT M**) is hereby incorporated by reference into this Agreement. The Subcontractor agrees to abide by all roles, responsibilities, reporting requirements, and timelines outlined in the MOU.

In the event of a direct conflict between the terms of this Agreement and the attached MOU, the terms of this Agreement shall govern and control.

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

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in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination.

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,

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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 submit quarterly the **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT** along with the following statements:

- Statement of Cash Flows
- Statement of Activities
- Statement of Financial Position

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.

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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

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immediately preceding the date hereof. This notice is required by section 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.

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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 L**, 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, Opioid
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

Alton Taylor, CEO
Drug Abuse Foundation of Palm Beach County, Inc.
400 South Swinton Avenue
Delray Beach, Florida 33444

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 section 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 section 215.4725, Florida Statutes. Pursuant to section 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 section 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if AGENCY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

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 section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

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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 public 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.

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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 DIGITAL ACCESSIBILITY COMPLIANCE

AGENCY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. AGENCY represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. AGENCY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, AGENCY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, AGENCY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. AGENCY shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

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Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 38 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 39 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 40 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 41 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 42 FACILITIES / OFFICE SPACE

The COUNTY shall grant the AGENCY the right, revocable license and privilege of accessing and using

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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 43 BYRD ANTI-LOBBYING AND DEBARMENT AND SUSPENSION

A completed **EXHIBIT J - CERTIFICATION REGARDING LOBBYING, BYRD ANTI-LOBBYING AMENDMENT** and **EXHIBIT K - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** are required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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The AGENCY must comply with the requirements of 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The AGENCY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 44 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 45 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 46 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 47 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 48 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 49 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 50 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 51 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 52 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 53 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, 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 54 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 55 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 56 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,

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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

BY: _____
Deputy Clerk

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

BY: _____
Sara Baxter, Mayor

AGENCY:
Drug Abuse Foundation of Palm Beach County, Inc.

Signed by:
BY: Alton Taylor
D8431FA2F6B4456...
Authorized Signature

Alton Taylor, CEO
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: James E. Green
BF34EF22BFDF492...
Department Director

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

Agency Name: Drug Abuse Foundation of Palm Beach County, Inc.
Program Name: Project Engage: Building Recovery Ready Communities
Location: Palm Beach County (Boynton Beach, Delray Beach, Lake Worth Beach, and Belle Glade)
Focus Population: Young Adults (19-24), Adults, and Families in Palm Beach County residing in marginalized communities
Service Category: Community Education and Engagement/Recovery Ready Communities

Scope of Work

A. Program Description

Project Engage is an initiative that will be led by Trinity Counseling Center (TCC), which will establish and facilitate four neighborhood-based Recovery Ready Neighborhood Coalitions (RRNCs) in marginalized communities, specifically in Delray Beach, Boynton Beach, Lake Worth Beach, Riviera Beach and Belle Glade. Each RRNC will be comprised of individuals in recovery, community activists, clergy, first responders, business leaders, culturally relevant service providers, and treatment partners.

The primary purpose of the RRNCs is to sustain long-term, place-based community engagement that strengthens recovery ecosystems at the neighborhood level. These coalitions are designed to improve recovery outcomes by informing and shaping culturally relevant, community-informed programs; reducing stigma and discrimination associated with substance use, mental illness, and co-occurring disorders; maximizing the effective use of limited community resources; and strengthening representation, voice, and ownership among residents of marginalized communities.

These RRNCs will serve as neighborhood-based workgroups that will convene and be responsible for aligning community voice, lived experience, and systems partners to strengthen recovery infrastructure.

Each RRNC will:

- Ensure authentic, sustained engagement that is led by residents of marginalized communities;
- Convene cross-sector stakeholders on a monthly basis;
- Provide leadership development and training to build the capacity of RRNC participants to organize effectively around substance use, mental illness, and co-occurring disorders;
- Conduct neighborhood-level needs and asset assessments to inform local strategies;
- Develop, implement, and maintain a Recovery Ready Neighborhood Action Plan;
- Advocate for community resources that strengthen substance use and mental health recovery supports;

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- Implement stigma reduction strategies and public education initiatives in partnership with the faith community;
- Advance pathways to employment and workforce engagement for individuals impacted by substance use, mental illness, and/or co-occurring disorders; and
- Provide education to community members, parents, and family members to better equip them to support loved ones experiencing substance use and mental health disorders.

B. Priority/Focus Population: The focus population for this program is young adults (ages 19-24), adults, and families in Delray Beach, Boynton Beach, Lake Worth Beach and Belle Glade, which are communities that have been particularly affected by substance use disorder, poverty, and other barriers, including access to recovery supports and other services.

i. Eligibility Criteria: Individuals must be residents of Palm Beach County impacted by substance use and/or co-occurring disorders, which may include having a substance use or co-occurring disorder, in recovery, previous history of SUD, family members of those with SUD or in recovery, and community leaders from different sectors who frequently interact with individuals with SUD and/or co-occurring disorders.

ii. Documentation of Eligibility: Each RRNC will compile and maintain sign-in sheets for monthly RRNC meetings; sign-in sheets for trainings, events, and other activities, as appropriate.

C. Individuals Served: 400 young adults (ages 19-24), adults, and/or families annually.

D. Service Delivery:

i. Drug Abuse Foundation, hereinafter "AGENCY," shall serve as fiscal agent for Trinity Counseling Center (TCC).

ii. TCC shall lead the project in collaboration with Neighborhood Wellness Alliance (NWA) (hereinafter "the Partnership") and shall ensure that a coordinated, person-centered approach on a neighborhood level is utilized; one that also builds collaborative support across community organizations, including but not limited to faith-based partners and neighborhood leaders.

iii. AGENCY and the Partnership shall ensure that all reimbursement requests align with Opioid Settlement Fund requirements and comply with 2 Code of Federal Regulations (CFR) Part 200.

iv. AGENCY shall serve as a mentor on issues related to fiscal and infrastructure for the Partnership. Additionally, AGENCY may, upon request or through a Memorandum of Understanding/Memorandum of Agreement (MOU/MOA), provide other types of initiative-related consultation.

v. The Partnership shall facilitate collaborations across community organizations within

each neighborhood that is being focused on through this project. The purpose is to connect recovery support service providers to each other and to neighborhoods, and to ensure seamless access to community-based needs.

vi. The Partnership shall support community-based RCO/RCCs efforts to offer one-stop, no wrong-door services, including: peer recovery support, employment, housing, and transportation resources, and access to other essential resources for Social Determinants of Health (SDoH) needs, such as clothing and food.

vii. The Partnership shall support efforts of Faith-based partners, including the Recovery Church Movement, to expand recovery-friendly congregations and foster culturally responsive engagement.

viii. The Partnership shall support and facilitate the Recovery Ready Neighborhood Coalitions that will host educational activities on substance use disorder, co-occurring disorders, recovery pathways, and stigma-reduction activities that promote: health, home, purpose, and community – the four dimensions of recovery. All activities shall be documented (i.e. sign-in sheets, agendas).

ix. The Partnership shall support Faith-based Neighborhood Wellness Collaboratives (NWC) that will serve as community-based anchor sites, which will expand access to recovery supports in neighborhoods with high levels of need. The NWCs shall be anchored in familiar and culturally responsive spaces such as churches, community centers, and known gathering locations within the neighborhood. The NWCs will host mobile wellness pop-ups, community education meetings, and provide neighborhood-specific resources for connection to care. All activities shall be documented.

x. The Partnership shall coordinate not less than eight (8) community-based recovery events and one (1) countywide recovery conference annually. The annual countywide conference shall be planned in collaboration with the Community Services Department's Office of Behavioral Health and Substance Use Disorders and the Palm Beach County Behavioral Health, Substance Use, and Co-Occurring Disorders Advisory Committee.

The purpose of these events is to engage, educate, and support individuals, families, and communities impacted by substance use and co-occurring disorders.

a. Community events shall leverage trusted clergy, peer recovery ambassadors, and faith volunteers to provide culturally responsive engagement in neighborhoods and informal community settings that will promote reduction of stigma related to substance use and co-occurring disorders and build employer knowledge and acceptance of developing work environments that include individuals in recovery.
b. Community event activities shall focus on:
    1. Relationship-building and community trust;
    2. Stigma reduction related to substance use and co-occurring disorders;
    3. Education on recovery pathways and available services; and

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4. Connection to resources that may include treatment, peer supports, and recovery supports.

xi. The Partnership will partner with Florida Atlantic University (FAU) to implement a data and evaluation framework focused on measuring community resilience and recovery outcomes. This framework will incorporate the Recovery Capital Index (RCI), neighborhood-level data, and relevant county and state reports that may assess progress over time and support Opioid Settlement Fund accountability.

xii. The Partnership shall deploy the RCI at neighborhood events and work with the County's vendor, Commonly Well, to launch follow-up assessments as required.

xiii. The Partnership shall provide quarterly outcomes reports as required by the County.

xiv. The AGENCY shall ensure that the partnership complies with State Opioid Settlement reporting requirements.

xv. The AGENCY shall comply with Programmatic Requirements.

E. Program Outcomes

Outcome	Communities will be resilient and recovery-ready.
Indicator	Community-based initiatives will be facilitated in a minimum of 4 neighborhoods/communities that will encourage the development of resilient and recovery-ready communities by June 30, 2028.

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 the next RCI assessment within the fiscal year.

Outcome	Improve the knowledge and perception about mental illness and substance use disorder, harm reduction.
Indicator	Individuals will improve 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/po assessment.

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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 evidence-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 workflow. 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 CQM training and Technical Assistance throughout the implementation of the AGENCY'S CQM projects.

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

Agency Name: Drug Abuse Foundation of Palm Beach County, Inc.
Program Name: Project Connect: Building Recovery Ready Communities
Service and Subcategory: Community Engagement/Resilient and Recovery-Ready Communities

Description	Unit Costs	Contract Period 1	Contract Period 2	Contract Period 3	Total Contract Amount
Service: Operating Costs Payment of direct program expenses with recovery support (as described in **Exhibit A**, Scope of Work).	Actual Cost	$333,333	$333,333	$333,333	$999,999
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual Cost	$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.*
***Unspent funds from Period 1 may be rolled over to Period 2, and unspent Period 2 funds may be rolled over to Period 3 with department approval. In the event of a carryover, the remaining contract funds will be adjusted accordingly to incorporate the carried-over amount.*

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 costs 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 are delivered. The backup documentation must be submitted with the invoice and a signed cover letter that includes but is not limited to the following, - program general ledger, 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)

Will 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.

7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license

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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.

8. **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
2026 - 2028 Opioid Settlement Fund (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name:	Drug Abuse Foundation of Palm Beach County, Inc.		Program Name	Project Connect: Creating Resilient and Recovery-Ready Communities			
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*
1. The Behavioral Health and Substance Use Disorder Plan 2024 reveals the marginalized communities in Palm Beach County such as Delray Beach, Boynton Beach, Lake Worth Beach, and Belle Glade experience disproportionate impacts from substance use, mental illness, and co-occurring disorders. These challenges are compounded by poverty, stigma, limited access to culturally responsive care, workforce barriers, and fragmented service systems. Although services exist, they often operate in silos and are not consistently shaped by lived experience or neighborhood level input. There is a critical need for sustained, community led infrastructure that aligns residents and systems partners, reduces stigma, strengthens recovery supports, and builds recovery ready neighborhoods that promote long term stability and healing. 2. Current measurement systems primarily track clinical outcomes, yet they fail to capture meaningful changes in community resilience and recovery. As a result, neighborhoods lack an accurate and comprehensive way to assess progress in strengthening recovery ecosystems, social connectedness, stigma reduction, and collective capacity. This gap limits the ability of communities to demonstrate impact, inform strategy, and advocate for resources that reflect real, place-based transformation rather than individual treatment metrics alone. 3. Individuals aren't always aware of where to turn for help or what is normal/ what is not when it comes to substance misuse and abuse, and also mental health issues. Since so many suffer with these co-occurring issues, harm reduction education is needed to empower young adults, families, and individuals to prevent overdoses, suicides, and potentially preventable hospitalizations.	1. 5 RRNCs will sustain long term, place-based engagement to strengthen neighborhood recovery ecosystems by shaping culturally relevant programs, reducing stigma, maximizing resources, elevating community voice, and aligning residents with lived experience and system partners to build stronger local recovery infrastructure. Each RRNC will be resident led and convene cross sector partners monthly; build leadership capacity; conduct neighborhood needs and asset assessments; develop and implement a Recovery Ready Action Plan; advocate for resources; reduce stigma through public education and faith partnerships; expand pathways to employment; and equip families to better support loved ones impacted by substance use and mental health challenges. 2. Resilient and Recovery Advisor will work with CIRWS @ FAU to establish appropriate measurement tools and will monitor the 5 neighborhoods initiatives and use this information to inform RCI assessments 3. 100 community members will receive training through 5 community education workshops each year.	1. Communities will be resilient and recovery ready 2. Increased resilience at the Community level. 3. Improve the knowledge and perception about mental illness and substance use disorder, harm reduction.	1. Community-based initiatives will be facilitated in a minimum of 5 neighborhoods/communities that will encourage the development of resilient and recovery-ready communities by June 30, 2028 2. 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. 3. Individuals will improve 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:** 1. RRNC's meeting minutes; RRNC's membership roster; prevention education sessions, pro-social activities, recovery support engagement log, workforce training activities log. 2. RRNC's meeting minutes; focus groups/key informant interviews; town hall style meetings 3. Community Education Workshops training attendance; community events; county-wide conference **Outcome Tool:** 1. Recovery Capital Index and other community assessments tools; Year one is baseline year, Coalition Capacity Self-Assessment 2. Recovery Capital Index and other community assessments tools; Year one is baseline year; Faith Leader Readiness Assessment, Stigma Reduction Index Survey; Employer Friendly Readiness Assessment 3. Pre- and post-assessments	**Who does it?:** 1. Coalition leader organizations, Program Administrator 2. Resilient and Recovery Advisor and Florida Atlantic University 3. Resilient and Resilient and Recovery Advisor **What is the process?:** 1. Program Administrator will work with CIRWS @ FAU to establish and acquire RCI data from neighborhoods 2. NWA staff will collect the necessary information at the community level. 3. AJFCS will share attendance data and assessment results with the NWA after each workshop; NWA will use this data in its annual reports to CSD **Where is the data stored?:** NWA's internal shared drive	**Data Collection:** 1. RRNC Meeting Minutes: Collected at every RRNC meeting, minimum monthly per coalition; RRNC Membership Roster: Updated in real time as new members join: Formally verified and reconciled monthly; Prevention Education Sessions: Documented at each session using standardized sign-in sheets and session reporting forms; Pro-Social Activities: Recorded at the time of each activity; Attendance logs completed on site; Recovery Support Engagement Log: Completed at each point of engagement; Workforce Training Activities Log: Documented per training event; Attendance and completion status recorded within 5 business days 2. Community assessments; readiness assessments and surveys; satisfaction surveys 3. After each workshop **Data Reporting:** 1. Every 90 days 2. Annually 3. Annually

Mission Statement: At Trinity Counseling Center, our mission is to offer support to individuals from all walks of life. We strive to provide timely and effective behavioral and mental health services that empower individuals to enhance their well-being and achieve their personal emotional and psychological aspirations.

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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 funding reporting requirements.

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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.**

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.

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

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, if applicable.

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

    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 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

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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.
- 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

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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.

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,

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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 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:

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- 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 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

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(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 - **EXHIBIT L**

- 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.

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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.
- 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
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Drug Abuse Foundation of Palm Beach County, 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)

Alton Taylor
(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, 18th day of March, 2026, by Alton Taylor.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC (Signature)
My Commission Expires: 03/04/28
State of Florida at large

NICOLA ANTONIA GELLER
MY COMMISSION # HH 482592
EXPIRES: March 4, 2028

(Notary Seal)

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CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
This Required Certification MUST be Submitted

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor, Drug Abuse Foundation of Palm Beach County, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signed by:
Alton Taylor
D8431FA2F0B4456...

Signature of Vendor's Authorized Official

Alton Taylor, CEO

Name and Title of Vendor's Authorized Official

3/24/2026

Date

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CERTIFICATION
DEBARMENT AND SUSPENSION

The Vendor certifies that:

a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Drug Abuse Foundation of Palm Beach County, Inc.

ADDRESS: 400 South Swinton Avenue Delray Beach, Florida 33444

COMPANY'S AUTHORIZED OFFICIAL:

Alton Taylor, CEO

Name and Title

Signed by:
Alton Taylor
D8431FA2F0B4456...

Signature

3/24/2026

Date

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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

Docusign Envelope ID: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

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%

Docusign Envelope ID: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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%

Docusign Envelope ID: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

	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%

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MEMORANDUM OF UNDERSTANDING (MOU)

Faith-Based Neighborhood Wellness Collaboration This Memorandum of Understanding (MOU) is between:

Fiscal Agent:
Drug Abuse Foundation (DAF)

Lead Organization:
Trinity Counseling Center (TCC)

and

Congregation:
Boynton Beach House of Kingdom Worship

Together referred to as "the Parties."

SCOPE OF WORK

This MOU establishes a partnership to operate a Faith-Based Neighborhood Wellness Collaboration that expands access to wellness, mental health, and recovery-ready supports in marginalized communities. *Boynton Beach House of Kingdom Worship* will serve as a trusted community anchor for mobile wellness pop-ups and community trainings that reduce stigma, increase access to care, and strengthen neighborhood resilience.

TIMELINES and MILESTONES

Project activities shall begin on **April 1 2026,** and conclude on **June 30, 2027.** Specific milestones and deadlines will be mutually agreed upon and may be adjusted as needed by written agreement of the parties.

ROLE OF THE CONGREGATION

Boynton Beach House of Kingdom Worship agrees to:

- Provide access to church facilities for up to sixteen (16) days per year, including:
  - Twelve (12) mobile wellness pop-ups, approximately one per month
  - Four (4) community trainings, approximately one per quarter
- Serve as a welcoming, trusted site for wellness and recovery-ready supports
- Assist with outreach and promotion of scheduled events through church communication channels
- Designate a church liaison for coordination and communication

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- Foster an environment of dignity, hospitality, and respect consistent with trauma-informed and culturally responsive practices

WELLNESS HUB ACTIVITIES

Activities may include:

- Mobile wellness pop-ups offering screenings, referrals, peer support, and service navigation
- Community trainings on substance use, mental health, harm reduction, and recovery supports
- Public education and stigma-reduction activities
- Connections to culturally relevant health and recovery resources

All activities will be coordinated in advance and aligned with community and congregational values.

ROLE OF THE LEAD ORGANIZATION

TCC will:

- Coordinate all activities, partners, staffing, logistics, and scheduling
- Maintain appropriate insurance coverage for all activities
- Ensure programming is culturally responsive, trauma-informed, and aligned with community values

ANNUAL SUPPORT

Boynton Beach House of Kingdom Worship will receive **$7,500 per year** in recognition of facility use, utilities, coordination time, outreach support, and its role as a trusted community anchor, subject to available funding.

PAYMENT STRUCTURE

Payments shall be made monthly on agreed-upon activities and documentation, subject to available funding and mutual agreement of the parties.

GENERAL TERMS

- This MOU does not create an employment, agency, or joint venture relationship.
- Either Party may terminate this agreement with thirty (30) days written notice.
- Any changes to this MOU must be made in writing and agreed upon by both Parties.

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MEMORANDUM OF UNDERSTANDING (MOU)

- **SIGNATURES**

Fiscal Agent, Drug Abuse Foundation (DAF)
Name: Alton Taylor
Title: President/CEO
Signature:
Date: 3/17/26

Trinity Counseling Center

Title: CEO
Signature:
Date: 2/17/2026

Boynton Beach House of Kingdom Worship
Name: Bishop Kenneth Jones
Title: Bishop
Signature: Kenneth Jones
Date: 2/17/2026

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MEMORANDUM OF UNDERSTANDING (MOU)

Faith-Based Neighborhood Wellness Collaboration

This Memorandum of Understanding (MOU) is between:

Fiscal Agent:
Drug Abuse Foundation (DAF)

Lead Organization:
Trinity Counseling Center (TCC)

and

Congregation:
Friendship Missionary Baptist Church

Together referred to as "the Parties."

SCOPE OF WORK

This MOU establishes a partnership to operate a Faith-Based Neighborhood Wellness Collaboration b that expands access to wellness, mental health, and recovery-ready supports in marginalized communities. Friendship Missionary Baptist Church will serve as a trusted community anchor for mobile wellness pop-ups and community trainings that reduce stigma, increase access to care, and strengthen neighborhood resilience.

TIMELINES and MILESTONES

Project activities shall begin on **April 1 2026**, and conclude on **June 30, 2027**. Specific milestones and deadlines will be mutually agreed upon and may be adjusted as needed by written agreement of the parties.

ROLE OF THE CONGREGATION

Friendship Missionary Baptist Church agrees to:

- Provide access to church facilities for up to sixteen (16) days per year, including:
  - Twelve (12) mobile wellness pop-ups, approximately one per month
  - Four (4) community trainings, approximately one per quarter
- Serve as a welcoming, trusted site for wellness and recovery-ready supports

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- Assist with outreach and promotion of scheduled events through church communication channels
- Designate a church liaison for coordination and communication
- Foster an environment of dignity, hospitality, and respect consistent with trauma-informed and culturally responsive practices

WELLNESS HUB ACTIVITIES

Activities may include:

- Mobile wellness pop-ups offering screenings, referrals, peer support, and service navigation
- Community trainings on substance use, mental health, harm reduction, and recovery supports
- Public education and stigma-reduction activities
- Connections to culturally relevant health and recovery resources

All activities will be coordinated in advance and aligned with community and congregational values.

ROLE OF THE LEAD ORGANIZATION

TCC will:

- Coordinate all activities, partners, staffing, logistics, and scheduling
- Maintain appropriate insurance coverage for all activities
- Ensure programming is culturally responsive, trauma-informed, and aligned with community values

ANNUAL SUPPORT

Friendship Missionary Baptist Church will receive **$7,500 per year** in recognition of facility use, utilities, coordination time, outreach support, and its role as a trusted community anchor, subject to available funding.

PAYMENT STRUCTURE

Payments shall be made monthly on agreed-upon activities and documentation, subject to available funding and mutual agreement of the parties.

Docusign Envelope ID: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

MEMORANDUM OF UNDERSTANDING (MOU)

GENERAL TERMS

- This MOU does not create an employment, agency, or joint venture relationship.
- Either Party may terminate this agreement with thirty (30) days written notice.
- Any changes to this MOU must be made in writing and agreed upon by both Parties.

SIGNATURES

Fiscal Agent, Drug Abuse Foundation (DAF)
Name: Alton Taylor
Title: President/CEO
Signature:
Date: 3/17/26

Trinity Counseling Center

Title: CEO
Signature:
Date: 02/17/2026

Friendship Missionary Baptist Church
Name: Pastor Dr. Jamian Lovett
Title: Senior Leader
Signature: Dr. Jamian Lovett
Date: 2/17/26

Docusign Envelope ID: 9FD782C7-D11D-4521-9E9D-6FC3E5272B72

MEMORANDUM OF UNDERSTANDING (MOU)

Between
Drug Abuse Foundation (DAF)

and
Iglesia Casa de Oracion, Inc

Purpose

This Memorandum of Understanding (MOU) establishes a partnership between **Drug Abuse Foundation (DAF)** and **Iglesia Casa de Oracion, Inc (ICdO)** to advance the Neighborhood Wellness Alliance's goal of creating Resilient and Recovery-Ready Neighborhoods in Palm Beach County. This partnership focuses on strengthening the recovery ecosystem in the City of Lake Worth through the establishment and support of a Resilient and Recovery-Ready Neighborhood Coalition (RRNC).

I. Parties

Trinity Counseling Center (TCC)
A faith-based behavioral health and recovery organization that coordinates prevention, intervention, and community wellness initiatives throughout Palm Beach County.

Iglesia Casa de Oracion, Inc (ICdO) A grassroots neighborhood recovery support organization dedicated to building peer-led recovery systems, promoting wellness, and restoring dignity and opportunity for individuals and families impacted by substance use and behavioral health challenges.

II. Scope of Work

Iglesia Casa de Oracion, Inc (ICdO) shall serve as the Neighborhood Recovery Support Organization (NRSO) for the Lake Worth Resilient and Recovery-Ready Neighborhood Coalition (RRNC).

III. Roles and Responsibilities of Drug Abuse Foundation

Drug Abuse Foundation, hereinafter "AGENCY" shall serve as fiscal agent for Trinity Counseling Center (TCC), through the Neighborhood Wellness Alliance (NWA), which will lead this network utilizing a coordinated, person-centered system of care that integrates clinical, community, and faith-based partners to support individuals across all stages of recovery.

IV. Roles and Responsibilities of Iglesia Casa de Oracion,

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MEMORANDUM OF UNDERSTANDING (MOU)

In its role as NRSO, **Iglesia Casa de Oracion, Inc (ICdO)** agrees to the following responsibilities:

Community Partner Engagement and Relationship Leveraging

- *Community Partner Engagement & Relationship Leveraging*:
  ICdO shall leverage established relationships in Lake Worth to invite and engage community partners including law enforcement and first responders, faith-based leaders, business and civic partners, and individuals and organizations with lived recovery experience, serving as a trusted connector to ensure culturally relevant participation.
- *Convening Team Participation*:
  ICdO shall participate in coalition convenings to integrate and report on funded activities and provide community-informed insight.
- *Action Plan Contribution*:
  ICdO shall contribute community-informed recommendations and feedback to the Recovery Ready Neighborhood Action Plan. CHWOD will not own or implement the Action Plan.
- *Community Needs & Asset Assessments*:
  ICdO shall deploy and oversee **Iglesia Casa de Oracion, Inc** to support outreach, listening sessions, surveys, and community conversations.
- *Two Community Recovery Events*:
  ICdO shall coordinate two self-contained community recovery events leveraging Latino and community recovery partners, including outreach, on-site coordination, and post-event documentation.
- Reporting:
  ICdO shall submit monthly narrative activity reports and event-specific reports to TCC
- Responsible for preparing and submitting all required programmatic and financial reports for Project Engage in a timely manner, in accordance with reporting schedules, formats, and guidelines established by the Program Administrator. Reports must accurately reflect activities conducted, outcomes achieved, and expenditures incurred under this Agreement.
- Maintain and provide, upon request, complete and verifiable documentation supporting all costs and personnel time charged to the project, including records demonstrating staff time allocation to Project Engage.
- Ensure full compliance with all applicable county auditing, monitoring, and reporting requirements.

V. Responsibilities of Trinity Counseling Center

TCC agrees to:

- Provide technical assistance, training, and supervision to strengthen ICdO's community engagement capacity
- Integrate the Lake Worth RRNC into the Neighborhood Wellness Alliance network, including linkages with Recovery Hubs, Federally Qualified Health Centers, and allied partners
- Support data collection and evaluation using the Recovery Capital Index and related tools

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- Provide financial support to **Iglesia Casa de Oracion, Inc** in an amount not to exceed forty-two thousand five hundred dollars ($42,500.00)
- Collaborate with ICdO to pursue additional funding to sustain and expand program efforts
- Review monthly narrative and financial reports and process reimbursements or direct payments within fifteen to thirty days of receipt of complete and acceptable documentation

VI. Term, Timeline, and Milestones

This MOU shall be effective beginning **April 1, 2026**, and ending **June 30, 2027**, unless amended or terminated earlier in accordance with this agreement. Project milestones and deliverables shall be completed in alignment with the Project Engage work plan and reporting schedule. Progress shall be reviewed on a quarterly basis to assess outcomes and identify any needed adjustments.

VII. Payment Terms

TCC agrees to compensate ICdO a total amount of **forty-two thousand five hundred dollars ($42,500.00)** for services performed under this MOU.

- Compensation shall be paid in **twelve (12) monthly payments**
- Payments are contingent upon satisfactory performance and submission of required invoices, reports, and supporting documentation
- Payment terms may be refined as needed to align with funder guidance, provided the total compensation does not exceed the amount stated above

VIII. Reporting and Documentation

ICdO shall submit all required programmatic and financial reports in the form and frequency specified by TCC. Reports shall accurately reflect activities performed, outcomes achieved, and expenditures incurred during the reporting period. ICdO shall maintain supporting documentation and make such documentation available upon request for monitoring or audit purposes.

IX. Confidentiality and Data Handling

The parties shall maintain the confidentiality of all non-public, proprietary, and confidential information obtained under this Agreement and shall use such information solely for purposes of contract performance. Appropriate safeguards shall be implemented to protect data from unauthorized access or disclosure. Confidential information may be disclosed as required by law or applicable funding, monitoring, or audit requirements. These obligations shall survive termination of this Agreement.

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X. Independent Contractor Status

ICdO is an independent contractor and not an employee, agent, or representative of DAF. ICdO shall not be entitled to employee benefits and shall be solely responsible for all taxes, insurance, and obligations arising from payments made under this Agreement.

XI. Flow-Down Requirements

ICdO agrees to comply with all applicable terms and conditions of the prime contract between TCC and the funding entity to the extent such terms relate to ICdO's scope of work, including applicable county, state, and Opioid Settlement Fund requirements.

XII. Liability and Insurance

Each party shall maintain appropriate general and professional liability insurance coverage for personnel performing work under this Agreement ICdO confirms professional liability coverage in an amount not less than one million dollars. Each party agrees to hold the other harmless for claims arising from its own operations or negligence.

XIII. Branding and Recognition

Both organizations agree to acknowledge the partnership in public communications related to joint activities and to feature each other's logos on co-branded materials, subject to prior approval of branding usage.

XIV. Termination

Either party may terminate this Agreement with thirty days written notice. The parties agree to cooperate to ensure an orderly transition of activities already underway at the time of termination.

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XV. Signatures

Fiscal Agent, Drug Abuse Foundation (DAF)
Name: Alton Taylor
Title: President/CEO
Signature:
Date: 5/17/26

Lead Agency, Trinity Counseling Center (TCC)

Title: CEO
Signature:
Date: 2/17/2026

Iglesia Casa de Oracion, Inc
Name: Jezabel Maisonet
Title: Pastor & CEO
Signature:
Date: 02/17/26

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MEMORANDUM OF UNDERSTANDING (MOU)

Faith-Based Neighborhood Wellness Collaboration This Memorandum of Understanding (MOU) is between:

Fiscal Agent:
Drug Abuse Foundation (DAF)

Lead Organization:
Trinity Counseling Center (TCC)

and

Congregation:
New Life Zion Temple

Together referred to as "the Parties."

SCOPE OF WORK

This MOU establishes a partnership to operate a Faith-Based Neighborhood Wellness Collaboration that expands access to wellness, mental health, and recovery-ready supports in marginalized communities. *New Life Zion Temple* will serve as a trusted community anchor for mobile wellness pop-ups and community trainings that reduce stigma, increase access to care, and strengthen neighborhood resilience.

TIMELINES and MILESTONES

Project activities shall begin on April 1 2026, and conclude on June 30, 2027. Specific milestones and deadlines will be mutually agreed upon and may be adjusted as needed by written agreement of the parties.

ROLE OF THE CONGREGATION

New Life Zion Temple agrees to:

- Provide access to church facilities for up to sixteen (16) days per year, including:
  - Twelve (12) mobile wellness pop-ups, approximately one per month
  - Four (4) community trainings, approximately one per quarter
- Serve as a welcoming, trusted site for wellness and recovery-ready supports

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- Assist with outreach and promotion of scheduled events through church communication channels
- Designate a church liaison for coordination and communication
- Foster an environment of dignity, hospitality, and respect consistent with trauma-informed and culturally responsive practices

WELLNESS HUB ACTIVITIES

Activities may include:

- Mobile wellness pop-ups offering screenings, referrals, peer support, and service navigation
- Community trainings on substance use, mental health, harm reduction, and recovery supports
- Public education and stigma-reduction activities
- Connections to culturally relevant health and recovery resources

All activities will be coordinated in advance and aligned with community and congregational values.

ROLE OF THE LEAD ORGANIZATION

***TCC will*:**

- Coordinate all activities, partners, staffing, logistics, and scheduling
- Maintain appropriate insurance coverage for all activities
- Ensure programming is culturally responsive, trauma-informed, and aligned with community values

ANNUAL SUPPORT

New Life Zion Temple will receive $7,500 per year in recognition of facility use, utilities, coordination time, outreach support, and its role as a trusted community anchor, subject to available funding.

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MEMORANDUM OF UNDERSTANDING (MOU)

PAYMENT STRUCTURE

Payments shall be made monthly on agreed-upon activities and documentation, subject to available funding and mutual agreement of the parties.

GENERAL TERMS

- This MOU does not create an employment, agency, or joint venture relationship.
- Either Party may terminate this agreement with thirty (30) days written notice.
- Any changes to this MOU must be made in writing and agreed upon by both Parties.

SIGNATURES

Fiscal Agent, Drug Abuse Foundation (DAF)
Name: Alton Taylor
Title: President/CEO
Signature: [redacted]
Date: 3/17/26

Trinity Counseling Center

Name: Rae Whitely
Title: Chief Executive Officer
Signature: _____
Date: 03/09/2026

New Zion Temple
Name: Melvin Pickney
Title: Bishop
Signature: _____
Date: March 9, 2026

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MEMORANDUM OF UNDERSTANDING (MOU)

Drug Abuse Foundation (DAF)
and
People of Purpose, Inc. (POP)

This Memorandum of Understanding (MOU) is entered into by and between **Drug Abuse Foundation (DAF)** and **People of Purpose, Inc. (POP)** to formalize a subcontractor relationship in support of Project Engage and the Neighborhood Wellness Alliance.

I. Purpose

This Memorandum of Understanding (MOU) establishes a partnership between **Drug Abuse Foundation (DAF)** and **People of Purpose, Inc. (POP)** to advance the Neighborhood Wellness Alliance's goal of creating Resilient and Recovery-Ready Neighborhoods in Palm Beach County. This partnership focuses on strengthening the recovery ecosystem in the City of Belle Glades through the establishment and support of a Resilient and Recovery-Ready Neighborhood Coalition (RRNC).

II. Scope of Work

People of Purpose (POP) shall serve as the Neighborhood Recovery Support Organization (NRSO) for the Belle Glades Resilient and Recovery-Ready Neighborhood Coalition (RRNC).

III. Roles and Responsibilities of Drug Abuse Foundation

Drug Abuse Foundation, hereinafter "AGENCY" shall serve as fiscal agent for Trinity Counseling Center (TCC), through the Neighborhood Wellness Alliance (NWA), which will lead this network utilizing a coordinated, person-centered system of care that integrates clinical, community, and faith-based partners to support individuals across all stages of recovery.

IV. Roles and Responsibilities of People of Purpose (POP),

In its role as NRSO, **People of Purpose (POP)** agree to the following:

POP shall serve as the Neighborhood Recovery Support Organization for the Belle Glades RRNC and shall be responsible for the following activities:

- Ensure authentic, sustained community engagement led by Belle Glades residents, including individuals in recovery, community activists, clergy, first responders, business leaders, culturally relevant service providers, and treatment partners
- Partner with TCC to convene cross-sector RRNC stakeholder meetings on a monthly basis

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- Partner with TCC to conduct neighborhood-level needs and asset assessments to inform locally driven strategies
- Support the development and implementation of a Belle Glades Recovery-Ready Neighborhood Action Plan
- Partner with TCC to foster a recovery-friendly community environment in Belle Glades
- Collaborate with TCC to provide education to community members, parents, and families to strengthen support for individuals experiencing substance use and mental health challenges
- Plan and spearhead two community-based recovery events in Belle Glades
- Participate as an active member of the Neighborhood Wellness Alliance
- Maintain complete and verifiable documentation supporting all project-related costs and personnel time, including records demonstrating staff time allocation
- Ensure full compliance with all applicable county auditing, monitoring, and reporting requirements

V. Responsibilities of Trinity Counseling Center (TCC)

TCC agrees to:

- Provide technical assistance, training, and supervision to strengthen POP's community health worker and peer leadership capacity
- Integrate the Belle Glades RRNC into the Neighborhood Wellness Alliance network, including linkages with Recovery Hubs, Federally Qualified Health Centers, and allied partners
- Support data collection and evaluation using the Recovery Capital Index and related tools
- Provide financial support to POP in an amount not to exceed thirty-five thousand dollars ($35,000.00)
- Collaborate with POP to pursue additional funding to sustain and expand program efforts
- Review monthly narrative and financial reports and process reimbursements or direct payments within fifteen to thirty days of receipt of complete and acceptable documentation

VI. Term, Timeline, and Milestones

This MOU shall be effective for a term beginning **April 1, 2026**, and ending **June 30, 2027**, unless amended or terminated earlier in accordance with this agreement. Project milestones and deliverables shall be completed in alignment with the Project Engage work plan and reporting schedule. Progress shall be reviewed on a quarterly basis to assess outcomes and identify any needed adjustments.

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VII. Payment Terms

TCC agrees to compensate POP a total amount of **Thirty-Five Thousand dollars ($35,000.00)** for services performed under this MOU.

- Compensation shall be paid in **twelve (12) monthly payments**
- Payments are contingent upon satisfactory performance and submission of required invoices, reports, and supporting documentation
- Payment terms may be refined as needed to align with funder guidance, provided the total compensation does not exceed the amount stated above

VIII. Reporting and Documentation

POP shall submit all required programmatic and financial reports in the form and frequency specified by TCC. Reports shall accurately reflect activities performed, outcomes achieved, and expenditures incurred during the reporting period. POP shall maintain supporting documentation and make such documentation available upon request for monitoring or audit purposes.

IX. Confidentiality and Data Handling

The parties shall maintain the confidentiality of all non-public, proprietary, and confidential information obtained under this Agreement and shall use such information solely for purposes of contract performance. Appropriate safeguards shall be implemented to protect data from unauthorized access or disclosure. Confidential information may be disclosed as required by law or applicable funding, monitoring, or audit requirements. These obligations shall survive termination of this Agreement.

X. Independent Contractor Status

POP is an independent contractor and not an employee, agent, or representative of DAF. POP shall not be entitled to employee benefits and shall be solely responsible for all taxes, insurance, and obligations arising from payments made under this Agreement.

XI. Flow-Down Requirements

POP agrees to comply with all applicable terms and conditions of the prime contract between TCC and the funding entity to the extent such terms relate to POP's scope of work, including applicable county, state, and Opioid Settlement Fund requirements.

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XII. Liability and Insurance

Each party shall maintain appropriate general and professional liability insurance coverage for personnel performing work under this Agreement POP confirms professional liability coverage in an amount not less than one million dollars. Each party agrees to hold the other harmless for claims arising from its own operations or negligence.

XIII. Branding and Recognition

Both organizations agree to acknowledge the partnership in public communications related to joint activities and to feature each other's logos on co-branded materials, subject to prior approval of branding usage.

XIV. Termination

Either party may terminate this Agreement with thirty days written notice. The parties agree to cooperate to ensure an orderly transition of activities already underway at the time of termination.

XV. Signatures

Fiscal Agent, Drug Abuse Foundation (DAF)
Name: Alton Taylor
Title: President/CEO
Signature:
Date: 3/17/26

Lead Agency Trinity Counseling Center (TCC)

Title: CEO
Signature:
Date: 2/17/2026

People of Purpose (POP)
Name: William Freeman
Title: CEO
Signature:
Date: Feb 17, 2026

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MEMORANDUM OF UNDERSTANDING (MOU)

Between Drug Abuse Foundation (DAF) and
The Recovery Church Movement (RCM)

This Memorandum of Understanding (MOU) is entered into by and between Drug Abuse Foundation (DAF) and Recovery Church Movement (RCM) to formalize a subcontractor relationship in support of Project Engage and the Neighborhood Wellness Alliance.

I. Purpose

This Memorandum of Understanding (MOU) establishes a partnership between Drug Abuse Foundation (DAF) and Recovery Church Movement (RCM) to advance the Neighborhood Wellness Alliance's goal of creating Resilient and Recovery-Ready Neighborhoods in Palm Beach County. This partnership focuses on strengthening the recovery ecosystem in the City of Belle Glades through the establishment and support of a Resilient and Recovery-Ready Neighborhood Coalition (RRNC).

II. Scope of Work

The Recovery Church Partner shall provide a structured, faith-based support system that bridges treatment providers, transitional living facilities, and faith communities. The Recovery Church will support individuals in recovery by offering community-based encouragement, accountability, and connections to recovery-oriented resources that promote long-term sobriety and sustained wellness. In collaboration with Trinity Counseling Center and the Neighborhood Wellness Alliance, the Recovery Church Movement will assist with outreach, referral coordination, and recovery support activities designed to strengthen continuity of care and foster recovery-ready community environments.

III. Roles and Responsibilities

A. Drug Abuse Foundation (DAF) Agrees To:

Drug Abuse Foundation, hereinafter "AGENCY" shall serve as fiscal agent for Trinity Counseling Center (TCC), through the Neighborhood Wellness Alliance (NWA), which will lead this network utilizing a coordinated, person-centered system of care that integrates clinical, community, and faith-based partners to support individuals across all stages of recovery.

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MEMORANDUM OF UNDERSTANDING (MOU)

B. Recovery Church Movement (RCM) Agrees To:

RCM shall serve as a Faith-based Support Organization for the RRNC's and shall be responsible for the following activities:

1. Train churches to provide informed, supportive environments for individuals in recovery.
2. Offer certification to at least ten to fifteen churches that complete training and commit to approved recovery support practices.
3. Expand access to faith-based recovery by increasing the number of churches that host or promote meetings such as AA, NA, CA, CR, Recovery Church, or similar recovery groups.
4. Educate church leaders on Narcan awareness and the importance of connecting with local recovery programs.
5. Bridge the gap between clinical providers, recovery fellowships, halfway houses, and faith-based communities.
6. Notify treatment centers, discharge planners, and addiction professionals about trained churches that are prepared to support individuals in recovery.
7. Work with transitional living facilities to provide ongoing faith-based support, encouragement, and accountability for individuals leaving treatment.
8. Serve as a continuing resource to certified churches as they strengthen their recovery ministries.
9. Assist TCC in Community Engagement to plan, promote, and support neighborhood-based recovery events designed to engage individuals and families impacted by substance use and mental health disorders.
10. Responsible for preparing and submitting all required programmatic and financial reports for Project Engage in a timely manner, in accordance with reporting schedules, formats, and guidelines established by the Program Administrator. Reports must accurately reflect activities conducted, outcomes achieved, and expenditures incurred under this Agreement.
11. Maintain and provide, upon request, complete and verifiable documentation supporting all costs and personnel time charged to the project, including records demonstrating staff time allocation to Project Engage.
12. Ensure full compliance with all applicable county auditing, monitoring, and reporting requirements.

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B. Trinity Counseling Center (TCC)

TCC agrees to:

- Provide technical assistance, training, and supervision to strengthen POP's community health worker and peer leadership capacity
- Integrate the RCM into the Neighborhood Wellness Alliance network, including linkages with Recovery Hubs, Federally Qualified Health Centers, and allied partners
- Support data collection and evaluation using the Recovery Capital Index and related tools
- Provide financial support to RCM in an amount not to exceed sixty thousand dollars ($60,000.00)
- Collaborate with RCM to pursue additional funding to sustain and expand program efforts
- Review monthly narrative and financial reports and process reimbursements or direct payments within fifteen to thirty days of receipt of complete and acceptable documentation

V. Term, Timeline, and Milestones

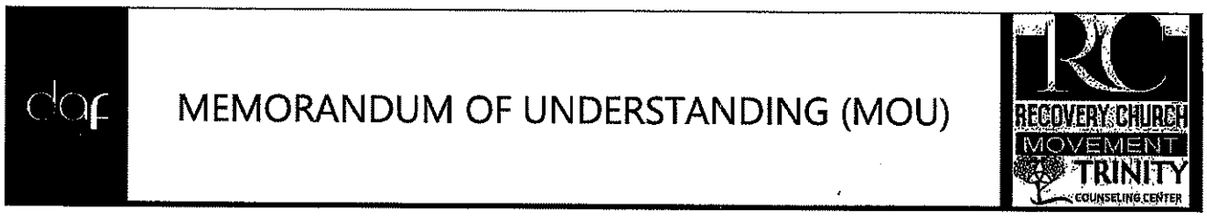
This MOU shall be effective for a one-year term beginning April 1, 2026, and ending June 30, 2027, unless amended or terminated earlier in accordance with this agreement. Project Engage milestones and deliverables shall be completed in alignment with the Project Engage work plan and reporting schedule. Progress shall be reviewed on a quarterly basis to assess outcomes and identify any needed adjustments.

VI. Payment Terms

TCC agrees to compensate RCM a total amount of sixty thousand ($60,000.00) for services performed under this MOU.

- Compensation shall be paid in twelve (12) monthly payments
- Payments are contingent upon satisfactory performance and submission of required invoices, reports, and supporting documentation
- Payment terms may be refined as needed to align with funder guidance, provided the total compensation does not exceed the amount stated above

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VII. Reporting and Documentation

RCM shall submit all required programmatic and financial reports in the form and frequency specified by TCC. Reports shall accurately reflect activities performed, outcomes achieved, and expenditures incurred during the reporting period. RCM shall maintain supporting documentation and make such documentation available upon request for monitoring or audit purposes.

VIII. Confidentiality and Data Handling

The parties shall maintain the confidentiality of all non-public, proprietary, and confidential information obtained under this Agreement and shall use such information solely for purposes of contract performance. Appropriate safeguards shall be implemented to protect data from unauthorized access or disclosure. Confidential information may be disclosed as required by law or applicable funding, monitoring, or audit requirements. These obligations shall survive termination of this Agreement.

IX. Independent Contractor Status

RCM is an independent contractor and not an employee, agent, or representative of TCC. RCM shall not be entitled to employee benefits and shall be solely responsible for all taxes, insurance, and obligations arising from payments made under this Agreement.

X. Flow-Down Requirements

RCM agrees to comply with all applicable terms and conditions of the prime contract between TCC and the funding entity to the extent such terms relate to RCM's scope of work, including applicable county, state, and Opioid Settlement Fund requirements.

XI. Liability and Insurance

Each party shall maintain appropriate general and professional liability insurance coverage for personnel performing work under this Agreement. RCM confirms professional liability coverage in an amount not less than one million dollars. Each party agrees to hold the other harmless for claims arising from its own operations or negligence.

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MEMORANDUM OF UNDERSTANDING (MOU)

XII. Branding and Recognition

Both organizations agree to acknowledge the partnership in public communications related to joint activities and to feature each other's logos on co-branded materials, subject to prior approval of branding usage.

XIII. Termination

Either party may terminate this Agreement with thirty days written notice. The parties agree to cooperate to ensure an orderly transition of activities already underway at the time of termination.

XIV. Signatures

Fiscal Agent, Drug Abuse Foundation (DAF)
Name: Alton Taylor
Title: President/CEO
Signature:
Date: 3/17/26

Lead Agency: Trinity Counseling Center (TCC):
Name: Rae Whitely
Title: CEO
Signature: Rae Whitely
Date: 02/17/2026

For The Recovery Church Movement (RCM):
Name: Mitchell Thompson
Title: Executive Board Member
Signature:
Date: 2.17.2026

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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 **Federation of Families of 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 **52-2313668**.

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement (**EXHIBIT L**), is the designated recipient of Opioid Settlement Funds; 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 Glades Family Support Network Program is designed to strengthen recovery, resilience, and family well-being among residents affected by substance use and behavioral health challenges, by providing integrating peer support, evidence-based parenting, youth prevention, and community engagement to expand recovery capital, reduce stigma, and increase access to prevention, treatment, and recovery services; 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 Glades Family Support Network 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 L - FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT**. 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.

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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, EXHIBIT H,** and **EXHIBIT L;** and (5) all other documents, including but not limited to, memorandum(s) of understanding and agreements, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on May 1, 2026, and complete services on June 30, 2028.

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 L.**

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 TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($225,000.00) OVER 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 L**, 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 Florida Statutes. 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.

Invoices. 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

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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 forty-five (45) days following the COUNTY representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. 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 contract period 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.

VSS Registration Required. 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 State 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 L.**

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.

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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

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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.

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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.

The AGENCY hereby engages The Open Table, Inc. ("Subcontractor") to perform the services described in **EXHIBIT A - SCOPE OF WORK** and in the Memorandum of Understanding ("MOU") attached hereto as **EXHIBIT M.**

The MOU dated May 1, 2026 between AGENCY and Subcontractor (**EXHIBIT M**) is hereby incorporated by reference into this Agreement. The Subcontractor agrees to abide by all roles, responsibilities, reporting requirements, and timelines outlined in the MOU.

In the event of a direct conflict between the terms of this Agreement and the attached MOU, the terms of this Agreement shall govern and control.

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

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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.

AGENCY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.SC. § 2000d et seq., Title VI, Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which this Agreement that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to this Agreement. Vendor shall comply with the Drug Free Workforce Act of 1988.

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 submit quarterly the **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT** along with the following statements:

- Statement of Cash Flows
- Statement of Activities
- Statement of Financial Position

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

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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,

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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

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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 section 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

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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.

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- 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 L**, 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, Opioid
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

Cynthia Jenkins, CEO
Federation of Families of Florida, Inc.
101 NW 1st Avenue
South Bay, Florida 33439

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 section 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 section 215.4725, Florida

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Statutes. Pursuant to section 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 section 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if AGENCY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

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 section 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 public 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

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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

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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 DIGITAL ACCESSIBILITY COMPLIANCE

AGENCY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. AGENCY represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. AGENCY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, AGENCY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, AGENCY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. AGENCY shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 38 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 39 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.

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ARTICLE 40 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 41 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 42 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.

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ARTICLE 43 BYRD ANTI-LOBBYING AND DEBARMENT AND SUSPENSION

A completed **EXHIBIT J - CERTIFICATION REGARDING LOBBYING, BYRD ANTI-LOBBYING AMENDMENT** and **EXHIBIT K - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** are required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The AGENCY must comply with the requirements of 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The AGENCY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 44 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 45 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 46 SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

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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 47 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 48 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 49 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 50 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 51 REGULATIONS

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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 52 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 53 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, 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 54 HUMAN TRAFFICKING AFFIDAVIT

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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 55 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 56 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

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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

BY: _____
Deputy Clerk

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

BY: _____
Sara Baxter, Mayor

AGENCY:
Federation of Families of Florida, Inc.

Signed by:
C. Veree Jenkins
202C4D1CD7944B3...
BY: _____
Authorized Signature

Cynthia Jenkins, CEO
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:
James E. Green
BE34EF22BEDF492...
BY: _____
Department Director

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

Agency Name: Federation of Families of Florida, Inc.
Program Name: Glades Family Support Network
Location: Belle Glade, South Bay, and Pahokee (The Glades)
Focus Population: Families impacted by opioid use, substance use and co-occurring disorders
Service Category: Community Education and Engagement/ Family Supports

Scope of Work

A. Program Description

The Glades Family Support Network is a three-year regional initiative designed to mobilize families, peers, and community partners across the Glades (Pahokee, Belle Glade, and South Bay) to strengthen recovery, resilience, and family well-being among residents impacted by opioid and substance use disorders and co-occurring behavioral health challenges.

Building on FOFF's 25 years of service as a family-run, peer-led nonprofit, the Glades Family Support Network program integrates The Open Table Network, peer support, evidence-based parenting programs, youth prevention, a 12-step recovery group, and community engagement strategies to create a family-centered recovery ecosystem. This initiative is a solution-focused approach that uses peer navigation and local partnerships to expand recovery capital, reduce stigma, and increase equitable access to prevention, treatment, and recovery supports.

Core components include:

- Family Recovery Network Table to link families, peers, service providers, and faith-based partners for collaborative problem-solving of priority needs of families;
- Evidence-based parenting and life skills education to enhance family resilience;
- Peer-led family navigation and recovery coaching to connect residents with critical supports;
- Community gardens and quarterly wellness activities to promote belonging, nutrition, and mental health; and
- Integration of 12-Step faith-based groups.

B. Priority/Focus Population is defined as families who are residents of Belle Glade, South Bay and Pahokee who are affected by opioid or substance use or co-occurring disorders, or the secondary impacts of addiction, including caregivers, youth and returning citizens.

i. **Eligibility Criteria:** Individuals must be residents of Palm Beach County, specifically the Glades, with a family member who has an opioid use, substance use or co-occurring disorder.
ii. **Documentation of Eligibility:** All individuals and families will be screened using FOFF's standardized intake and eligibility forms. Verification of Palm Beach County residency and documentation or referral confirming a substance use and/or co-occurring disorder, or a statement of self -report will be retained in Participant files. All participants' information will be securely maintained according to FOFF's confidentiality and HIPAA policies.

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C. Individuals Served: A minimum of 24 unduplicated families will be served annually.

D. Service Delivery:

i. AGENCY shall establish and maintain a "Family Recovery Network Table" (Network Table) by no later than August 1, 2026. The "Family Recovery Network Table" will be utilized to facilitate cross-community collaboration, family engagement, and shared resource mapping.
ii. AGENCY shall identify families that meet eligibility criteria through the referral tool.
iii. AGENCY shall work with families to establish true priorities from the screening tool developed by Open Table.
iv. AGENCY shall identify two co- facilitators to lead the Network Table, identify family champions who will work with the family, and identify potential community resources that will address the family's needs.
v. AGENCY shall keep the Network Table open for the family for six months, starting from when champions are assigned, to allow time for the priority need to be resolved and to continue following the family and providing support as needed.
vi. AGENCY shall provide Family Peer Navigation and Recovery Coaching through People of Purpose (PoP) to guide families through recovery planning, resource connection, and system navigation (i.e., housing, transportation, obtaining identity documentation, employment, etc.) as identified and needed by the family.
vii. AGENCY shall provide evidence-based parenting and life skills education programs, such as Strengthening Families, Anger Management, and Arise Life Skills, to improve family functioning and reduce relapse risk as indicated, as needed, and prioritized by the family.
viii. AGENCY shall coordinate youth prevention activities, including mindfulness, life-skills, and community gardening for eligible youth based on program capacity.
ix. AGENCY shall host quarterly outreach and family engagement events (i.e., community garden days, health fairs, and family nights) to strengthen community connectedness and promote wellness.
x. POP shall integrate a local 12-step faith-based recovery support group, ensuring culturally responsive inclusion of churches and faith partners.
xi. AGENCY shall comply with State Opioid Settlement Reporting Requirements.
xii. AGENCY shall comply with programmatic requirements.

E. Program 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)	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 the program duration (as defined by agency).

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Indicator (Year 2)	70% of Participants will remain engaged in services for the program duration (as defined by agency).

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 evidence-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 workflow. 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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2026 – 2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Federation of Families of Florida, Inc.
Program Name: Glades Family Support Network
Service and Subcategory: Family Support

Service	Unit Costs	Contract Year 1	Contract Year 2	Contract Year 3	Total Contract Amount
Service: Operating Costs Payment of direct program expenses with family support (as described in **Exhibit A**, Scope of Work).	Actual Cost	$71,429	$71,429	$71,429	$214,287
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual Cost	$3,571	$3,571	$3,571	$10,713
Total Contract		**$75,000****	**$75,000**	**$75,000**	**$225,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses.*
***Unspent funds from Period 1 may be rolled over to Period 2, and unspent Period 2 funds may be rolled over to Period 3 with department approval. In the event of a carryover, the remaining contract funds will be adjusted accordingly to incorporate the carried-over amount.*

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 costs 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 are delivered. The backup documentation must be submitted with the invoice and a signed cover letter that includes but is not limited to the following, - program general ledger, 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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EXHIBIT E

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)

Will 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.

7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license

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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.

8. **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
2026 -2028 Opioid Settlement Fund (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	**Federation of Families of Florida, Inc.**		**Program Name**	**Glades Family Support Network**			
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*
High rates of opioid use disorder, substance use disorder and co-occurring disorders among families in the Glades (Belle Glade, South Bay, and Pahokee), which result in reduced resilience, stigma, and limited access to prevention, treatment and recovery supports.	Establish a Family Recovery Network Table (Open Table Model). Provide Family peer navigation and recovery coaching. Evidenced-based parenting and life skills. Youth prevention and community garden activities. Quarterly outreach and family engagement events. 12 step faith-based recovery supports. Minimum of 24 unduplicated families served annually. Network table operational and meeting twice monthly. Quarterly community engagement events conducted. Peer navigation provided to enrolled families.	1. Increase the Resilience of Families 2. Participants will remain engaged	1 a.(Year 1): 60% (14 of 24)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. 1b. (Year 2 & 3) 70% (17 of 24) 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. 2a. (Year 1) 60% (14 of 24) of Participants will remain engaged in services for a minimum of 6 months. 2b. (Year 2 & 3) 70% (17 of 24) of Participants will remain engaged in services for a minimum of 6 months.		Output Tool: intake forms, attendance logs; peer logs Outcome Tool: Pre-post RCI results and client notes documenting services/engagement.	Who does it?: Family Support Coordinator What is the process?: Conduct outreach, review OT network referral/intake, assign eligible candidates to network table champions, identify and resolve priority need, assess other needs and desires for ongoing supports and refer and link to natural and community supports to ensure greater resiliency, provide peer support to help navigate system of care, create supportive environment for long term recovery. Where is the data stored?: The agency will use CMIS to enter client data information and a secure electronic database and locked files	Data Collection: Monthly monitoring; and quarterly reporting Data Reporting: Quarterly to PBC; annual review
Mission Statement: To establish and sustain Glades Family Support Network to expand recovery support, increase family resilience, reduce opioid and substance use impact, and strengthen families in the Glades.							

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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 funding reporting requirements.

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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.**

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.

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

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, if applicable.

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

    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 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

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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.
- 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

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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.

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,

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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 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:

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- 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 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

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(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 - **EXHIBIT L**

- 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.

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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.
- 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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EXHIBIT I

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 Federation of Families of FL (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as FJVC 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.

C. Veree Jenkins
(Signature of Officer or Representative)

C. Veree Jenkins
(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, 15th day of January, 2026, by Cynthia Veree Jenkins.

Personally known ☐ OR produced identification ☑.

Type of identification produced FL Driver's License.

NOTARY PUBLIC (Signature)
My Commission Expires: March 9, 2029
State of Florida at large

BRYAN GONZALEZ
Notary Public - State of Florida
Commission # HH 649240
My Comm. Expires Mar 9, 2029

(Notary Seal)

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CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
This Required Certification MUST be Submitted

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor Federation of Families of Florida, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signed by:
C. Veree Jenkins
202C4D1CD7944B3...

Signature of Vendor's Authorized Official

Cynthia Jenkins, CEO

Name and Title of Vendor's Authorized Official

3/20/2026

Date

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CERTIFICATION
DEBARMENT AND SUSPENSION

The Vendor certifies that:

a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Federation of Families of Florida, Inc.

ADDRESS: 101 NW 1st Avenue South Bay, Florida 33439

COMPANY'S AUTHORIZED OFFICIAL:

Cynthia Jenkins, CEO

Name and Title

Signed by:
C. Veree Jenkins
202C4D1CD7944B3...

Signature

3/20/2026

Date

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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%

EXHIBIT L

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	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%	
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	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
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	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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Columbia		0.446781150792%	
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	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%	
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	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%	
	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: 3FCE4A4C-4D4C-45FF-8382-3E33649AE5D6

	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%	

Docusign Envelope ID: 3FCE4A4C-4D4C-45FF-8382-3E33649AE5D6

	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: 3FCE4A4C-4D4C-45FF-8382-3E33649AE5D6

	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: 3FCE4A4C-4D4C-45FF-8382-3E33649AE5D6

	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: 3FCE4A4C-4D4C-45FF-8382-3E33649AE5D6

	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%

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	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%

EXHIBIT L

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Federation of
Families of Florida, Inc.

Memorandum of Understanding

Between

Federation of Families of Florida, Inc.

and

The Open Table, Inc.

1. **PARTIES.** This Memorandum of Understanding (MOU) is an agreement between The Federation of Families of Florida, Inc. (FOFF) and Open Table, Inc. (OT).

2. **PROJECT. Palm Beach County Government has awarded the Federation of Families of Florida, Inc. a grant** to "address the opioid and substance use epidemic in Palm Beach County by investing Opioid Settlement Funds to address recovery and family support. In addition, it addresses the social determinants of health, racial disparities and biases, promotes whole-person care, focuses on the needs of local communities, and drives specific, measurable outcomes to establish a more person centered and effective system of care."

3. **PURPOSE.** The focus is to reduce substance use affecting the Glades youth and their families and to increase substance use disorder (SUD) prevention, assessment, and treatment.

4. **OBJECTIVES.** To develop an integrated systems approach through partnerships with People of Purpose, Healthier Glades, the Glades S.T.A.R. Community Partners and faith-based organizations, as well as to address housing and other support providers in partnership with residents. To this end we endeavor to partner with OT establish a network table that will provide natural supports to individuals and their families using the Network Table model. A primary aim is to increase and improve participant access to care, reduce stigma and the long-term outcomes of clinical and professional support services.

5. **OPEN TABLE RESPONSIBILITIES.** OT is responsible for the following activities;

- Provide technical support for the operation of the Glades Family Network Table.
- Provide technical assistance to the Glades Family Network Table regarding data collection and evaluative processes for this initiative.
- Provide no cost license for operation of Open Table models provided by the Federation of Families FL.

101 N.W. 1st Ave. South Bay, FL 33493

6. **FEDERATION OF FAMILIES of Florida, Inc. RESPONSIBILITIES.** Federation of Families is responsible for the following activities as they pertain to Open Table models:

- Fiscal Agent and primarily responsible for deliverables of the grant.
- Implementation of the Open Table Glades Family Network model
- Provide support to participants in the form of education, referrals, life skills training
- Provide community events and Systems coordination.

7. **PAYMENT TERMS**

Reimbursement, not to exceed $2,000 annually, shall be contingent upon satisfactory, submission of required documentation, and availability of funds.

8. **MODIFICATIONS.** Any changes to this MOU should be made in writing and addressed to these parties as follows:

Open Table:

Angie Williams, COO angiewilliams@theopentable.org

Federation of Families of Florida, Inc.

C. Veree Jenkins, CEO veree@flfamilies.net

9. **INTELLECTUAL PROPERTY.** All aspects of Open Table's intellectual property, including without limitation, any patent, industrial design, trade mark, copyright, proprietary information, design, process, technique, procedure or know how which is owned by Open Table prior to this Agreement or developed independent of this Agreement, shall remain the sole and exclusive property of Open Table and shall not be sold, revealed, disclosed or otherwise communicated, directly or indirectly, by FOFF to any person, company, or institution whatsoever other than as set forth herein. It is expressly understood that no title to or ownership of Open Table's intellectual property, or any part thereof, is hereby transferred to FOFF. Any and all intellectual property created by Open Table during the term of this Agreement incorporated into any Deliverable for and on behalf of FOFF shall belong exclusively to Open Table. FOFF may not use the Open Table's name, trademarks and logos without written permission.

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SIGNATURE AUTHORITY. By signing below, the people listed agree to the terms of this Memorandum of Understanding.

2-19-26

Angie Williams, COO Date
Open Table, Inc.

2/20/24

C. Veree Jenkins, CEO Date
Federation of Families of Florida, Inc.

101 N.W. 1st Ave. South Bay, FL 33493

Docusign Envelope ID: C0567282-8EFB-4E33-BB2E-740FAC481FF7

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 **Hanley Center Foundation, 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 **20-2871945**.

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement (**EXHIBIT L**), is the designated recipient of Opioid Settlement Funds; 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

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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, Pathways to Purpose Program is a community-based initiative designed to strengthen recovery-ready environments and community resilience by promoting recovery-ready messaging, normalizing help-seeking, and addressing key factors such as financial well-being, skills, employment, and basic needs, grounded in the Recovery Capital Index (RCI) framework; 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 Purpose: Empowering recovery through work, education, and community 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 L - FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT**. 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, EXHIBIT H,** and **EXHIBIT L;** and (5) all other documents, including but not limited to, memorandum(s) of understanding and agreements, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on May 1, 2026, and complete services on June 30, 2028.

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 L.**

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 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 L**, 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 Florida Statutes. 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.

Invoices. 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 forty-five (45) days following the COUNTY representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. 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 contract period 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.

VSS Registration Required. 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 State 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 L.**

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.

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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.

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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.

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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 discrimination.

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.

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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.

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

- Statement of Cash Flows
- Statement of Activities
- Statement of Financial Position

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.

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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 section 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

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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 L**, 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, Opioid
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

Rachel Pappert Docekal, CEO
Hanley Center Foundation, Inc.
933 45th Street
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.

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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 section 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 section 215.4725, Florida Statutes. Pursuant to section 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 section 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if AGENCY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

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 section 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 public 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 DIGITAL ACCESSIBILITY COMPLIANCE

AGENCY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. AGENCY represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. AGENCY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, AGENCY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, AGENCY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. AGENCY shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 38 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

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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 39 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 40 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 41 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 42 FACILITIES / OFFICE SPACE

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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 43 BYRD ANTI-LOBBYING AND DEBARMENT AND SUSPENSION

A completed **EXHIBIT J - CERTIFICATION REGARDING LOBBYING, BYRD ANTI-LOBBYING AMENDMENT** and **EXHIBIT K - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** are required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The AGENCY must comply with the requirements of 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The AGENCY further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 44 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 45 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 46 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 47 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 48 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 49 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 50 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 51 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 52 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 53 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, 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 54 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 55 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 56 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

BY: _____
Deputy Clerk

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

BY: _____
Sara Baxter, Mayor

AGENCY:
Hanley Center Foundation, Inc.

Signed by:
BY: Rachel Docekal
CE84AA12D06D402...
Authorized Signature

Rachel Pappert Docekal, CEO
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: James E. Green
BF34EF22BFDF492...
Department Director

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

Agency Name: Hanley Center Foundation, Inc.
Program Name: Pathways to Purpose: Empowering recovery through work, education, and community
Location: Countywide
Service Category: Community Engagement/Resilient and Recovery-Ready Communities

Scope of Work

A. Program Description:

Pathways to Purpose is a community-based initiative designed to strengthen recovery-ready environments, increase resilience at the community level, and improve knowledge and perceptions related to substance use and mental health. Grounded in the Recovery Capital Index (RCI) framework, the program addresses key community conditions and protective factors that influence long-term stability, including financial well-being, knowledge and skills, employment, and basic needs.

Resilient and Recovery-Ready Communities: Workplace/Employer Training

Pathways to Purpose advances recovery-ready communities by strengthening workplace environments and community norms that support resilience across Palm Beach County. A primary strategy is the delivery of recovery-friendly and trauma-informed workplace trainings for employers across multiple sectors. These trainings build organizational capacity to respond effectively to substance use and mental health challenges, reduce stigma, and implement policies that support employee well-being, retention, and productivity. Employer trainings will focus on recovery-inclusive hiring practices, trauma-informed supervision, stigma reduction, and development of supportive workplace policies—directly addressing RCI protective factors related to employment stability, financial well-being, and supportive community conditions. Trainings will be facilitated by the Community Training and Outreach Coordinator and will be overseen by the Director of Community Relations with the goal of training 150 people. Outcomes will be measured using the Social Distance Scale (SDS), which measures attitudes and willingness to engage with, work alongside, and form social relationships with individuals experiencing substance use and mental health conditions, serving as an indicator of stigma and community acceptance. These efforts are reinforced by a community-wide marketing and outreach campaign that promotes recovery-ready messaging and normalizes help-seeking behaviors, contributing to environmental change and increased community resilience.

Increased Resilience at the Community Level: Employment Development

Pathways to Purpose increases resilience at the community level by strengthening protective factors identified in the RCI assessment, particularly employment access, financial well-being,

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knowledge and skills, and social connectedness. The program's workforce training and employment experience model contributes to these outcomes by expanding a recovery-ready workforce and modeling inclusive employment practices that benefit the broader community.

Open to the community, participants in recovery can engage in customizable tiered workforce development activities, including employability skills training, financial and life skills, food preparation instruction, and food safety certification, with opportunities for part-time employment at Hanley's Recovery Café and Bookstore. This will create a cohesive pipeline of community support from skills training to opportunities for employment with trained recovery-friendly workplaces, strengthening the community's workforce and resilience. Up to 72 community members will participate annually, with resilience outcomes measured using the RCI survey and the Work Readiness Inventory.

The Recovery Café and Bookstore further supports resilience by providing a consistent, recovery-friendly community space that fosters social connection, mutual support, and civic engagement. Activities such as alumni gatherings, peer support meetings, and community events strengthen social capital and reduce isolation, contributing to improved RCI outcomes related to social support and connectedness.

Harm Reduction and Improved Knowledge / Perceptions: Community Education

Pathways to Purpose promotes harm reduction and improved community knowledge about substance use and mental health disorders through a structured community education series and complementary outreach efforts. Educational sessions hosted at the Recovery Café and Bookstore and in the community will provide accessible, evidence-informed learning opportunities for community members, families, employers, and service providers. Topics may include trauma-informed care, supporting families affected by substance use, holistic approaches to recovery, addressing myths and misconceptions about addiction, and the intersection of recovery, faith, and meaning. These sessions aim to improve community understanding, reduce stigma, decrease social distance, and increase resilience throughout the community with a goal of serving at least 100 community members. Outcomes will be measured through pre-and post-training surveys.

The education series is reinforced by the broader marketing campaign, extending reach and impact across Palm Beach County. This marketing campaign will include social media posts that open the conversation around behavioral health and stigma reduction, educational materials that educate about common misconceptions around behavioral health and substance use, recovery-friendly communities, and what to do if someone you know is struggling. These materials will be disbursed throughout the County through partners such as the Palm Beach County Library System, trained Palm Beach County businesses, nonprofits, and other community partners. We will target zip codes with higher prevalence rates and high poverty rates.

B. Priority/Focus Population:

Pathways to Purpose is designed to benefit the broader Palm Beach County community by strengthening recovery-ready environments, workforce participation, and social connectedness. The initiative engages community members, employers, families, and service systems through

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education, workplace training, and community-based activities. Within this broader community scope, the workforce development component specifically serves adults and young adults in recovery from substance use and/or co-occurring disorders who are seeking workforce development, economic stability, and purpose through person-centered, recovery-supportive services.

Recruitment for the workforce program will be open to community members who meet this criterion. Participants may self-refer or be referred through Hanley's network of partner treatment providers, recovery housing programs, and recovery community organizations; however, a formal referral is not required for participation.

i. Eligibility Criteria:
Individuals must be adults or young adults residing and working in Palm Beach County.

ii. Documentation of Eligibility:
Prospective participants will be screened for eligibility. Supporting documentation will be retained by Hanley Foundation along with documentation of participation in program trainings.

C. **Individuals Served:** 322 employers, community members, and individuals in recovery will be served through training and education related to recovery-ready workplaces and communities.

D. **Service Delivery:**

i. AGENCY shall engage employers across multiple sectors through recovery-friendly and trauma-informed workplace trainings. Trainings will educate businesses on inclusive hiring practices, supportive workplace policies, and effective responses to substance use and mental health challenges.

ii. AGENCY shall strengthen employers' capacity to support employees with past substance use and/or co-occurring disorders and provide resources and educational materials to reduce stigma in the workplace.

iii. AGENCY may utilize its Recovery Café and Bookstore as a recovery-friendly setting to promote learning, connection, and community resilience through structured workforce and skill development trainings and community educational series designed to reduce stigma and increase understanding of substance use disorders and co-occurring disorders.

- Educational sessions will cover topics such as trauma-informed workplaces, awareness of needs of families affected by addiction, addressing myths and misconceptions about substance use, holistic approaches to recovery, and the intersections of recovery, faith, and personal values. Sessions shall be open to all community members (families, employers, providers of services, and individuals in recovery).
- Skill development trainings will be customizable and may include general workforce preparedness skills, food preparation skills, and more. These trainings will be open to anyone in the community who is in recovery.

iv. AGENCY shall implement community-based environmental strategies that

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strengthen recovery-ready communities and reduce stigma across Palm Beach County.

- Environmental strategies may include a social media campaign, billboards and advertisements, and educational materials such as brochures and one-pagers. The goal will be to educate the community about substance use and mental health disorders, reduce stigma, provide avenues for support for people with loved ones who are struggling, and more.
- Educational materials will be disbursed through community partners that may include, but are not limited to: Palm Beach County Library System, local educational institutions, trained recovery-friendly businesses, and other nonprofit and community partners.

v. The AGENCY shall ensure that the partnership complies with State Opioid Settlement reporting requirements.

vi. The AGENCY shall comply with Programmatic Requirements.

E. Program Outcomes

Outcome	Communities will be resilient and recovery-ready.
Indicator	Community-based initiatives will be facilitated in a minimum of 10 neighborhoods/communities that will encourage the development of resilient and recovery-ready communities by June 30, 2028.

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 the next RCI assessment within the fiscal year.

Outcome	Improve the knowledge and perception about mental illness and substance abuse use disorder, harm reduction.
Indicator	Individuals will improve 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/po assessment.

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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 evidence-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 workflow. 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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2026 – 2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Hanley Center Foundation, Inc.
Program Name: Pathways to Purpose: Empowering recovery through work, education, and community
Service and Subcategory: Community Engagement/Resilient and Recovery-Ready Communities

Description	Unit Costs	Contract Year 1	Contract Year 2	Contract Year 3	Total Contract Amount
Service: Operating Costs Payment of direct program expenses with recovery support (as described in **Exhibit A**, Scope of Work).	Actual Cost	$333,334	$333,334	$333,334	$1,000,002
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual Cost	$16,666	$16,666	$16,666	$49,998
Total Contract		**$350,000****	**$350,000**	**$350,000**	**$1,050,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses.*
***Unspent funds from Period 1 may be rolled over to Period 2, and unspent Period 2 funds may be rolled over to Period 3 with department approval. In the event of a carryover, the remaining contract funds will be adjusted accordingly to incorporate the carried-over amount.*

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 costs 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 are delivered. The backup documentation must be submitted with the invoice and a signed cover letter that includes but is not limited to the following, - program general ledger, 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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EXHIBIT E

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)

Will 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.

7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license

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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.

8. **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
2026 - 2028 Opioid Settlement Fund (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Hanley Center Foundation, Inc.		Program Name	Pathways to Purpose				
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*
Individuals in recovery from opioid use disorders (OUD) or other substance use (SUD) or co-occurring disorders face increased barriers to financial self-sufficiency due to employer stigma, lack of skills, or lack of training. Furthermore, the community lacks the resources and knowledge necessary to create resilient and recovery-ready environments. There is a need for destigmatizing education, advanced resources for recovery communities in workforce environments, and further connections within the recovery community.	1) Recovery Café Workforce Training Program. 2) Workforce Stigma-Reduction campaign providing employer trainings. 3) Environmental Strategies Stigma-Reduction campaign to reduce community stigma - centered at Recovery Café and Bookstore community hub.	1) Increased resilience at the Community level. 2) Communities will be resilient and recovery ready. 3) Improve the knowledge and perception about mental illness and substance use disorder, harm reduction.	1. 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. 2. Community-based initiatives will be facilitated in a minimum of 10 neighborhoods/communities that will encourage the development of resilient and recovery-ready communities by June 30, 2028. 3.Individuals will improve 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: 1. Sign-in sheets, Graduation Certificates 2. Sign-in Sheets 3. Sign-in Sheets, Kiosk surveys Outcome Tool: 1. Recovery Capital Index (RCI) and Work Readiness Inventory (WRI) 2. Social Distance Scale (SDS) 3. Social Distance Scale (SDS) and Pre/Post Assessments	Who does it?: Workforce Development Trainer (WDT), Director of Community Relations (DCR), Community Training and Outreach Coordinator (CTOC), Chief Clinical Officer (CCO) What is the process?: 1. Surveys will be administered electronically and reviewed by WDT. 2. Pre- and Post-training SDS surveys administered electronically by DCR and/or CTOC 3. Pre- and Post-training assessments administered electronically for education series trainings by CCO or CTOC. Kiosk SDS surveys will also be available and encouraged for community use. Where is the data stored?: Qualtrics and encrypted Microsoft Cloud Files	Data Collection: 1. RCI and WRI administered at intake, short RCI at mid-way point, RCI and WRI at graduation, and RCI at 90-day follow-up. 2. SDS administered pre- and post-training. 3. Pre/Post Training Assessments will be delivered after educational series, kiosk SDS survey for general community use will be available. Data Reporting: Staff and Leadership regularly access real-time data. Reports are compiled quarterly and reported to FAA staff.
2								

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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 funding reporting requirements.

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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.**

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.

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

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, if applicable.

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

    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 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

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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.
- 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

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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.

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,

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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 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 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

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(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 – **EXHIBIT L**

- 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.

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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.
- 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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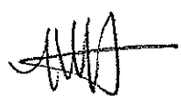
EXHIBIT I

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 ____Hanley Foundation, Inc. _____ (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes. EXHIBIT I

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



(Signature of Officer or Representative)

Rachel Docekal, MBA, Ed.D

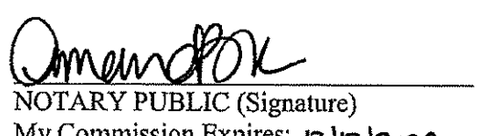
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 22 day of JANUARY, 2026, by Rachel Docekal.

Personally known ☑ OR produced identification ☐.

Type of identification produced N/A.



NOTARY PUBLIC (Signature)
My Commission Expires: 12/13/2029
State of Florida at large



(Notary Seal)

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CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
This Required Certification MUST be Submitted

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor, Hanley Center Foundation, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signed by:
Rachel Docekal
CE84AA12D06D402...

Signature of Vendor's Authorized Official

Rachel Pappert Docekal, CEO
Name and Title of Vendor's Authorized Official

3/24/2026

Date

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CERTIFICATION
DEBARMENT AND SUSPENSION

The Vendor certifies that:

a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Hanley Center Foundation, Inc.

ADDRESS: 933 45th Street West Palm Beach, Florida 33407

COMPANY'S AUTHORIZED OFFICIAL:

Rachel Pappert Docekal, CEO

Name and Title

Signed by:
Rachel Docekal
CE84AA12D06D402...

Signature

3/24/2026

Date

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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%	
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	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
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	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
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	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
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	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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	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
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	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%	
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Flagler		0.389864712244%	
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	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
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	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
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Glades		0.040612836758%	
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Gulf		0.059914238588%	
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Hamilton		0.047941195910%	
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Hendry		0.144460915297%	
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Hernando		1.510075949110%	
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	Brooksville		0.061319627583%

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	Fellsmere		0.004917045734%
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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%	
	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%	
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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%

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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%

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	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%

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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 **Living Skills in the Schools, 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 **65-0172970**.

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement (**EXHIBIT L**), is the designated recipient of Opioid Settlement Funds; 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 Family Box for Resilience Program designed to support parents and caregivers of middle school students by providing structured, evidence-informed tools to strengthen emotional regulation, communication, and family routines, and to build protective factors that promote youth mental health and reduce the risk of future opioid or substance misuse; 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 Family Box for Resilience 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 L - FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT**. 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, EXHIBIT H,** and **EXHIBIT L;** and (5) all other documents, including but not limited to, memorandum(s) of understanding and agreements, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on May 1, 2026, and complete services on June 30, 2028.

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 L.**

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 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 L**, 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 Florida Statutes. 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.

Invoices. 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

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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 forty-five (45) days following the COUNTY representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. 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 contract period 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.

VSS Registration Required. 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 State 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 L**.

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.

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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.

The AGENCY hereby engages Florida Atlantic University, Department of Behavioral and Mental Health, Drug Abuse Treatment Association, Inc. ("Subcontractor") to perform the services described in **EXHIBIT A - SCOPE OF WORK** and in the Memorandum of Understanding ("MOU") attached hereto as **EXHIBIT M**.

The MOU dated May 1, 2026 between AGENCY and Subcontractor (**EXHIBIT M**) is hereby incorporated by reference into this Agreement. The Subcontractor agrees to abide by all roles, responsibilities, reporting requirements, and timelines outlined in the MOU.

In the event of a direct conflict between the terms of this Agreement and the attached MOU, the terms of this Agreement shall govern and control.

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

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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 discrimination.

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.

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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 submit quarterly the **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT** along with the following statements:

- Statement of Cash Flows
- Statement of Activities
- Statement of Financial Position

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

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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

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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 section 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 L**, 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.

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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, Opioid
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

Curtiss S. Roach, Board President
Living Skills in the Schools, Inc.
1700 Lake Ida Road
Delray Beach, Florida 33445

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 section 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 section 215.4725, Florida Statutes. Pursuant to section 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 section 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if AGENCY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

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 section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

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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 public 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 DIGITAL ACCESSIBILITY COMPLIANCE

AGENCY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. AGENCY represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. AGENCY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, AGENCY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, AGENCY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. AGENCY shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements

herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 38 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 39 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 40 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 41 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.

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ARTICLE 42 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 43 BYRD ANTI-LOBBYING AND DEBARMENT AND SUSPENSION

A completed **EXHIBIT J - CERTIFICATION REGARDING LOBBYING, BYRD ANTI-LOBBYING AMENDMENT** and **EXHIBIT K - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** are required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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The AGENCY must comply with the requirements of 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The AGENCY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 44 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 45 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 46 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 47 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).

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ARTICLE 48 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 49 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 50 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 51 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 52 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 53 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, 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 54 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 55 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 56 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,

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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

BY: _____
Deputy Clerk

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

BY: _____
Sara Baxter, Mayor

AGENCY:
Living Skills in the Schools, Inc.

BY: _____
Authorized Signature

Curtiss S. Roach. Board President
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____ Initial JBR
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY: _____ Signed by: James Green E84BD58B0CEE433...
Department Director

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

Agency Name: Living Skills in the Schools, Inc.
Program Name: Family Box for Resilience
Location: Palm Beach County
Focus Population: Youth and their families in communities with elevated risk for substance use
Service Category: Community Education and Engagement/Family Supports

Scope of Work

A. Program Description

The Family Box for Resilience (Family Box) is a **family-based prevention resource** designed to support parents or caregivers of middle school students by providing structured, evidence-informed tools that strengthen emotional regulation, communication, and family routines.

The program supports families in building protective factors that promote youth mental health and reduce risk for future misuse of opioids or other substances. The Family Box includes materials that help parents guide youth in emotional modulation, coping strategies, and healthy decision-making within the home environment.

This implementation of the Family Box will assess pilot feasibility and scalability

B. Participants are defined as Parents/Caregivers (i.e., Families) of middle school students attending Crestwood Middle School, Emerald Cove Middle School, and, if needed, Carver Middle School, who are introduced to the Family Box for Resilience by school-based professionals as a resource to support family resilience, emotional regulation, and prevention of substance use and related behavioral health concerns.

i. **Eligibility Criteria:** Eligibility is established through introduction by a school-based professional who introduces the Family Box for Resilience resource directly to the family as a prevention support. This may come from a school counselor, co-located therapist, behavioral health professional, school psychologist, etc. The school behavioral health professional may initiate contact with the family as appropriate and offer the opportunity for parent-initiated participation in the pilot program. Interested families will be provided a postcard from which they can order the Family Box. Families must agree to participate in the program.

ii. **Documentation of Eligibility:** Families must be residents of Palm Beach County and must have ordered and agreed to participate in the Family Box pilot. Living Skills in the Schools, Inc., (LSIS) will maintain program participation records and service delivery documentation for monitoring and reporting purposes.

C. Individuals Served: 45 families annually.

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D. Service Delivery:

i. AGENCY shall develop and disseminate referral and outreach materials (i.e., digital and print) for informational and recruitment purposes.

ii. AGENCY will provide referral and outreach materials to school-based professionals, including counselors, co-located therapists, behavioral health school psychologists, etc.

iii. AGENCY has entered into a Memorandum of Understanding with the Department of Behavioral and Mental Health, to provide in-kind support through collaboration with Living Skills in the Schools (LSIS) to support outreach, awareness, and referral of families of middle school students at the identified schools, who have been identified with increased risk for substance use. Through this partnership, additional efforts may include identifying and engaging families who may benefit from additional support, including students with prior school-based behavioral indicators associated with increased risk for substance use.

iv. AGENCY has entered into a Memorandum of Understanding with Drug Abuse Treatment Association, Inc. (DATA) to provide in-kind support through collaboration with Living Skills in the Schools (LSIS) to support outreach, awareness, and referral of families of middle school students at the identified schools, who have been identified with increased risk for substance use. Through this partnership, additional efforts may include identifying and engaging families who may benefit from additional support, including students with prior school-based behavioral indicators associated with increased risk for substance use.

v. Upon notification from the online ordering platform that a Family Box order has been placed following school outreach or introduction of the Family Box resource, LSIS will contact the family to confirm eligibility and voluntary participation and provide an overview of the program prior to shipment. Following confirmation, the Family Box will be shipped directly to the family's residence.

vi. AGENCY shall make the initial contact as described in the preceding paragraph within 48 hours of the family ordering the Family Box for Resilience from the postcard that was provided by the school-based professional.

vii. Following enrollment and receipt of the Family Box for Resilience, AGENCY shall have not less than two (2) additional contacts with each family.

viii. The first such contact shall take place not later than five (5) business days after the Family Box for Resilience has been received. This call shall consist of the following:

  i. vii. The LSIS Program Director shall walk the family through each item in the Family Box,

  ii. explaining its purpose, how to engage with it, and how it is intended to support the family at home. As part of the pilot, the LSIS Program Director will conduct a structured orientation with each participating family to review the contents of the Family Box for Resilience. During this session, families will receive guidance on the purpose of each item, suggested ways to engage with the materials, and what they can expect as they explore the resources.

ix. The LSIS Program Director will also provide contact information to the family should any questions arise while the family is utilizing the Family Box.

x. AGENCY shall contact the family a third time, four (4) to six (6) weeks after the above described call to:

  a. Offer the RCI to the Family to measure increase in resiliency;

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b. Check-in on the Family's continued engagement with the Family Box materials;
c. Determine whether the family experienced any challenges while using the Family Box and offer practical strategies to address those challenges.
d. Reinforce prevention messaging, provide additional guidance and support, as needed; and
e. Identify any ongoing needs so that the Family can be connected to community resources and/or be encouraged to seek additional support from the school-based professionals.

xi. AGENCY shall maintain documentation of all required implementation contacts with participating families.

xii. AGENCY has entered into a Memorandum of Understanding with Florida Atlantic University, through Associate Professor Morgan Cooley, an independent contractor, to conduct an evaluation of this pilot. Specifically, Dr. Morgan Cooley will be compensated in an amount not to exceed, Three thousand five hundred dollars and zero cents ($3,500), to: prepare and submit an IRB application requesting an exemption; design and manage surveys and data collection tools; facilitate interviews and/or focus groups at the conclusion of the pilot; and prepare monthly and quarterly progress updates and the final evaluation report.

xiii. AGENCY shall comply with State Opioid Settlement reporting requirements.

xiv. AGENCY shall comply with Programmatic Requirements.

E. Program 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)	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 the program duration (as defined by agency).
Indicator (Year 2)	70% of Participants will remain engaged in services for the program duration (as defined by agency).

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

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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 evidence-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 workflow. 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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2026 – 2028 SUBRECIPIENT AGREEMENT
OPIOID SETTLEMENT FUNDS
UNITS OF SERVICE RATE AND DEFINITION

Agency Name: Living Skills in the Schools, Inc.
Program Name: Family Box for Resilience
Service and Subcategory: Family Support

Service	Unit Costs	Contract Year 1	Contract Year 2	Contract Year 3	Total Contract Amount
Service: Operating Costs Payment of direct program expenses with family support (as described in **Exhibit A**, Scope of Work).	Actual Cost	$95,239	$95,239	$95,239	$285,717
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual Cost	$4,761	$4,761	$4,761	$14,283
Total Contract		**$100,000****	**$100,000**	**$100,000**	**$300,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses.*
***Unspent funds from Period 1 may be rolled over to Period 2, and unspent Period 2 funds may be rolled over to Period 3 with department approval. In the event of a carryover, the remaining contract funds will be adjusted accordingly to incorporate the carried-over amount.*

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 costs 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 are delivered. The backup documentation must be submitted with the invoice and a signed cover letter that includes but is not limited to the following, - program general ledger, 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)

Will 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.
7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license

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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.

8. **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
2026 - 2028 Opioid Settlement Fund (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Living Skills in the Schools Inc. (Formerly known as CRC Recovery Foundation Inc.)	Program Name	The Family Engagement and Linkage to Care Program			
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*
Families with middle school students may benefit from accessible, family-centered prevention resources that strengthen communication, emotional regulation, and protective factors that support youth mental health and prevent substance misuse. Families often need structured, practical tools to strengthen communication, reinforce protective factors, and respond effectively to challenges during early adolescence. The Family Box for Resilience Feasibility Pilot addresses this need by equipping families with accessible prevention resources to support family-level resilience during this critical developmental stage. .	Distribute 45 Family Boxes for Resilience to families with Middle School Students that have been referred to inhome resource by school-based professionals as exhibiting early risk factors associated with substance use or related behavioral health concerns. Provide three(3) structured implementation support contacts reinforcinng use of bundled family box components. Administer the RCI at each call.	1. Increase the Resilience of Families 2. Participants will remain engaged in services.	based on 45 unduplicated families 1 a.(Year 1): 60% (27 of 45)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. 1b. (Year 2 & 3) 70% (31 of 45) 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. 2a. (Year 1) 60% (27 of 45) of Participants will remain engaged in services for the program duration (as defined by agency). 2b. (Year 2 & 3) 70% (31 of 45) of Participants will remain engaged in services for the program duration (as defined by agency).		Output Tool: Resiliency boxes sent to families Outcome Tool:Resilience Capital Index	Who does it? Eligibility confirmed by program staff prior to box being shipped . What is the process? Program will contact the family to offer RCI. The staff will document each attempt and completion date . Where is the data stored?:Data is stored through Qualtrics in a password protected survey platform through the FAU independent researcher	Data Collection: Monthly aggregated report on postcard distribution to in home resource. Shopify Analytics for family activations reviewed daily. Program Director logs reviewed weekly. RCI administered pre delivery, post delivery and post use. Data Reporting:Data results will be reported to CEO and quarterly to the County.

Mission Statement: To build each child's resistance to substance use through age-appropriate education, understanding, reassurance, peer support and access to help.

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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 funding reporting requirements.

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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.**

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.

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

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, if applicable.

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

    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 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

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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.
- 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

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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.

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,

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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 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:

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- 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 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

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(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 – **EXHIBIT L**

- 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.

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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.
- 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
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Living Skills in The Schools (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)

S. Curtiss Roach
(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, 12th day of January, 2026 by _____.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

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

Notary Public State of Florida
Dana Lee Bathurst
My Commission HH 578161
Expires 8/1/2028

(Notary Seal)

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EXHIBIT J

CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
This Required Certification MUST be Submitted

The undersigned Vendor certifies, to the best of his or her knowledge, that:

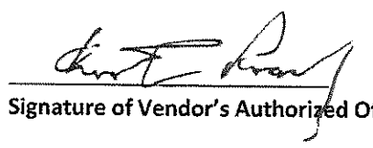
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor, Living Skills in the Schools, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Vendor's Authorized Official

Curtiss S. Roach, Board President
Name and Title of Vendor's Authorized Official

3-24-2026
Date

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CERTIFICATION
DEBARMENT AND SUSPENSION

The Vendor certifies that:

a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Living Skills in the Schools, Inc.

ADDRESS: 1700 Lake Ida Road Delray Beach, Florida 33445

COMPANY'S AUTHORIZED OFFICIAL:

Curtiss S. Roach, Board President
Name and Title

Signature

3-24-2026
Date

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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%

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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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	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%

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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%

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	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%

EXHIBIT L

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Memorandum of Understanding (MOU)
Family Box for Resilience – Partnership with Drug Abuse Treatment Association, Inc. (DATA)

Parties

This Memorandum of Understanding ("MOU") is entered into by and between Living Skills in the Schools (LSIS) and the Drug Abuse Treatment Association, Inc. (DATA), collectively referred to as "the Parties."

Purpose

The purpose of this MOU is to establish a collaborative partnership directly connected to the Family Box for Resilience project. This partnership supports the identification, outreach, and referral of families of middle school students identified as exhibiting early risk factors associated with substance use or related behavioral health concerns. Distribution of the Family Box for Resilience will occur through DATA counselors assigned to the identified school.

Program Description: Family Box for Resilience

The Family Box for Resilience is a targeted, family-based prevention intervention designed to strengthen protective factors within the family unit. The resource is preventive, non-clinical, and non-punitive, and is intended to support families by improving communication, emotional regulation, caregiver confidence, stress management, and awareness of community resources. The intervention complements, but does not replace, existing school-based or community behavioral health services.

Target Schools and Scope

Distribution through DATA counselors will be limited to the following middle school:

- Emerald Cove Middle School
- Crestwood Middle School, Palm Beach County

Joint Planning and Implementation

LSIS and DATA will engage in joint planning and coordination throughout preparation and implementation of the Family Box for Resilience project. This collaboration will include alignment on: (1) criteria for identifying students and families for whom the Family Box is most appropriate; (2) referral implementation processes, including virtual and in-person postcard workflows; and (3) Caring First documentation procedures to support fidelity to the approved project model and consistent implementation across sites.

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Roles and Responsibilities – Living Skills in the Schools (LSIS)

LSIS will serve as the project lead and will coordinate overall implementation of the Family Box for Resilience; create, curate, and distribute the Family Box materials; manage project timelines; and serve as the primary point of contact for the project.

Roles and Responsibilities – Drug Abuse Treatment Association, Inc. (DATA)

DATA will identify and assign counselors at the specified middle schools to participate in the project; support identification of students and families who exhibit early risk factors associated with substance use or related behavioral health concerns; facilitate outreach to families using virtual or in-person postcards provided by LSIS; and document referrals in Caring First in accordance with agreed-upon procedures.

Financial Terms

Opioid Settlement Funds awarded for the Family Box for Resilience project will be administered by LSIS as the project lead. No direct financial remuneration will be provided to DATA under this MOU. DATA participation represents in-kind collaboration in support of shared early substance use prevention goals.

Data, Privacy, and Confidentiality

No protected student health or education records will be exchanged under this MOU. Any information shared between the Parties will be limited to what is necessary for project coordination and will be aggregate and de-identified.

Term of Agreement

This MOU shall be effective for the period beginning April 1, 2026 and ending June 30, 2028, unless extended or modified by mutual written agreement.

Non-Binding Agreement

This MOU reflects the intent of the Parties to collaborate in good faith and does not create any legally binding financial obligations unless otherwise agreed in writing.

Signatures

Living Skills in the Schools (LSIS)

Name: S. Curtiss Roach Title: President

Signature: [signature] Date: 2-20-2026

Drug Abuse Treatment Association, Inc. (DATA)

Name: Carol Fiddis Title: Chief Operating Officer

Signature: Carol Fiddis (Feb 19, 2026 16:03:31 EST) Date: 02/19/2026

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Memorandum of Understanding (MOU) Family Box for Resilience – Middle School Early Substance Use Risk Prevention

Parties

This Memorandum of Understanding ("MOU") is entered into by and between Living Skills in the Schools (LSIS) and the Department of Behavioral and Mental Health (DBMH), collectively referred to as "the Parties."

Purpose

The purpose of this MOU is to establish a collaborative partnership between LSIS and DBMH to support the identification, outreach, and referral of families of middle school students who have been identified as early risk for substance use. Through this partnership, middle school Behavioral Health Professionals (BHPs) will offer eligible families access to the Family Box for Resilience, an in-home prevention resource designed to strengthen family protective factors associated with reduced substance use risk.

Program Summary: Family Box for Resilience

The Family Box for Resilience is a targeted, family-based prevention resource intended for families of students identified as Tier 2 or Tier 3 early substance use risk. The resource is preventive, non-clinical, and non-punitive, and is designed to support families by strengthening communication, emotional regulation, caregiver confidence, stress reduction, and awareness of available community family resources. The Family Box is offered as a voluntary in-home support and does not replace school-based behavioral health services.

Scope of Collaboration

Under this MOU, the Parties agree to collaborate to support outreach to families of students identified as early risk for substance use; facilitate referrals to the Family Box for Resilience through middle school BHPs; ensure referrals are documented in the Caring First system; and support coordination related to program implementation.

Roles and Responsibilities – LSIS

LSIS will coordinate implementation of the Family Box for Resilience initiative; create, curate, and distribute the Family Box for Resilience; participate in DBMH-led summer training for middle school Behavioral Health Professionals by providing program overview and implementation guidance; receive and review monthly aggregate referral reports provided by DBMH; and use aggregate referral data for program monitoring and planning purposes.

Roles and Responsibilities – DBMH

DBMH will support dissemination of program information to middle school BHPs; include LSIS participation in DBMH's summer training for BHPs, as appropriate; support BHPs in identifying students who meet Tier 2 or Tier 3 criteria for early substance use risk using professional judgment; support outreach to families through digital or in-person postcards introducing the Family Box for Resilience; ensure referrals are documented in Caring First; and provide LSIS with a monthly aggregate report summarizing referral activity.

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Family Identification, Referral, and Documentation

Students are identified based on early indicators associated with substance use risk, including emotional dysregulation, behavioral concerns, mental health indicators, and family stress. Referrals to the Family Box for Resilience are documented by BHPs in Caring First. Participation by families is voluntary and supportive.

Data, Privacy, and Reporting

No protected student health or education records will be shared under this MOU. Data shared between the Parties will be aggregate and de-identified and used solely for program monitoring and reporting purposes.

Term and Modification

This MOU shall become effective upon execution by both Parties and shall remain in effect from April 1st, 2026 through June 30th, 2028, unless extended or modified by mutual written agreement.

Non-Binding Agreement

This MOU reflects the intent of the Parties to collaborate in good faith and does not create any legally binding financial obligations unless otherwise agreed in writing.

Joint Planning and Implementation

LSIS and DBMH will engage in joint planning and coordination throughout program preparation and implementation. This includes collaborative alignment during training, referral workflows, outreach strategies, and ongoing implementation support to ensure fidelity to the Family Box for Resilience model and responsiveness to school-based behavioral health needs.

Financial Terms

Opioid Settlement Funds awarded for this project will be administered by LSIS as the project lead. No direct financial remuneration will be provided to DBMH under this MOU. DBMH participation represents in-kind collaboration in support of shared early substance use prevention goals.

Signatures

Living Skills in the Schools (LSIS)

Name: S. CURTISS ROACH Title: PRES.

Signature: [signature] Date: 1-22-2026

Department of Behavioral and Mental Health (DBMH)

Name: Mary Claire Mucenic Title: Director

Signature: Mary Claire Mucenic Date: 01/22/2026

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Memorandum of Understanding (MOU)
Independent Evaluation Services
Family Box for Resilience Pilot

This Memorandum of Understanding (MOU) is entered into between Living Skills in the Schools (LSIS) and Florida Atlantic University (FAU), through Dr. Morgan Cooley, Associate Professor, Sandler School of Social Work, serving as an independent contractor evaluator.

1. Scope of Work (SOW)

The purpose of this Scope of Work is to define the evaluation activities for the Family Box for Resilience Pilot. The evaluation will assess program acceptability, engagement, and early family-level outcomes.

Evaluation activities will include:

- Baseline survey using the Resilience Capital Index (RCI)
- Follow-up post use survey
- Follow up longitudinal survey (approx.. 3 months)
- Satisfaction Survey with optional participation in a 30-minute virtual interview or one-hour virtual focus group

Data will be collected through the platform provided by Commonly Well. The evaluation will seek exempt review from the FAU Institutional Review Board (IRB).

2. Roles and Responsibilities

Compensation provided under this MOU is intended to be all-inclusive and to cover all costs associated with the evaluation activities described in the Scope of Work, including materials, tools, and participant engagement necessary to complete required deliverables.

Florida Atlantic University / Dr. Morgan Cooley will:

- Prepare and submit the IRB application prior to collection of baseline data by 2nd week of April, 2026
- Design and manage and set up surveys and data collection tools
- Facilitate interviews and/or focus groups/participant engagement
- Conduct data preparation and analysis
- Prepare monthly and quarterly progress updates and the final evaluation report

Living Skills in the Schools (LSIS) will:

- Provide program context and implementation timelines
- Coordinate family outreach related to evaluation participation
- Review and approve all evaluation deliverables

3. Timeline and Milestones

The evaluation will commence upon execution of this MOU and continue through completion of the Family Box for Resilience Pilot. Key milestones include:

- IRB submission and approval-prior to baseline data collection by 2nd week in April, 2026
- Baseline survey launch

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- Follow-up surveys at baseline, post use, and follow up (estimate 3 months)
- Interviews and/or focus groups
- Final evaluation report submission

4. Payment Terms

Compensation provided under this MOU is intended to be all-inclusive and to cover all costs associated with the evaluation activities described in the Scope of Work, including materials, tools, and participant engagement necessary to complete required deliverables. LSIS will compensate FAU through Dr. Morgan Cooley, Associate Professor, Sandler School of Social Work, serving as an independent contractor evaluator at a total fee of $3500. Payment will be issued upon completion and approval of deliverables.

5. Performance Standards

All evaluation work will be conducted in accordance with accepted research and ethical standards. All reports will be reviewed by LSIS administration prior to submission to the funder. Payment will not be distributed until deliverables are reviewed and approved.

6. Confidentiality and Data Handling

All FAU research staff involved in the evaluation will have completed CITI research ethics training. Dr. Cooley and designated research assistants will be the only individuals with access to raw data. All data will be de-identified and aggregated for reporting purposes. No identifiable information will be shared with LSIS or the funder.

7. Relationship Definition

FAU and Dr. Morgan Cooley are acting as independent contractors under this MOU. Nothing in this agreement shall be construed to create an employer-employee relationship, partnership, or joint venture.

8. Flow-Down Provisions

FAU agrees to comply with all applicable terms and conditions of the prime contract between LSIS and the funding agency that are relevant to the evaluation services described herein.

Signatures

Living Skills in the Schools (LSIS)

Name: S. CURTISS ROACH Title: PRESIDENT

Signature: [signature] Date: 3-19-2026

Dr. Morgan Cooley, (FAU) Independent Contractor Evaluator

Name: Morgan Cooley Title: PhD, LCSW

Signature: Morgan Cooley Date: 03/18/2026

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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 Medical Society Services, Incorporated**, 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 **65-1048299**.

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement (**EXHIBIT L**), is the designated recipient of Opioid Settlement Funds; 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 Screening for Solutions: SBIRT in Practice Program trains providers to identify substance use risks, deliver brief interventions, and connect adults and young adults to treatment and recovery supports, targeting communities with high opioid-related hospitalizations and deaths and addressing barriers such as poverty, housing instability, limited insurance, and stigma; 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 for Solutions: SBIRT in Practice 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 L - FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT**. 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, EXHIBIT H,** and **EXHIBIT L;** and (5) all other documents, including but not limited to, memorandum(s) of understanding and agreements, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on May 1, 2026, and complete services on June 30, 2028.

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 L.**

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 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 L**, 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 Forida Statutes. 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.

Invoices. 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 forty-five (45) days following the COUNTY representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. 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 contract period 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.

VSS Registration Required. 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 State 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 L**.

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

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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.

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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

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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

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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.

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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.

The AGENCY hereby engages University of Miami ("Subcontractor") to perform the services described in **EXHIBIT A - SCOPE OF WORK** and in the Memorandum of Understanding ("MOU") attached hereto as **EXHIBIT M**.

The MOU dated May 1, 2026 between AGENCY and Subcontractor (**EXHIBIT M**) is hereby incorporated by reference into this Agreement. The Subcontractor agrees to abide by all roles, responsibilities, reporting requirements, and timelines outlined in the MOU.

In the event of a direct conflict between the terms of this Agreement and the attached MOU, the terms of this Agreement shall govern and control.

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 discrimination.

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.

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

- Statement of Cash Flows
- Statement of Activities
- Statement of Financial Position

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

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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.

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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 section 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

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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 L**, 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, Opioid
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

Karen Harwood, CEO
Palm Beach County Medical Society Services, Incorporated
3540 Forest Hill Blvd, Suite 101
West Palm Beach, Florida 33406

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.

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ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 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 section 215.4725, Florida Statutes. Pursuant to section 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 section 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if AGENCY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

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 section 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 public 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

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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 DIGITAL ACCESSIBILITY COMPLIANCE

AGENCY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. AGENCY represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. AGENCY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, AGENCY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, AGENCY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. AGENCY shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 38 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 39 AUTHORITY TO PRACTICE

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses

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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 40 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 41 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 42 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.

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ARTICLE 43 BYRD ANTI-LOBBYING AND DEBARMENT AND SUSPENSION

A completed **EXHIBIT J - CERTIFICATION REGARDING LOBBYING, BYRD ANTI-LOBBYING AMENDMENT** and **EXHIBIT K - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** are required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The AGENCY must comply with the requirements of 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The AGENCY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 44 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 45 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.

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ARTICLE 46 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 47 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 48 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 49 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 50 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 51 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 52 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 53 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, 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 54 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

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Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 55 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 56 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

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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

BY: _____
Deputy Clerk

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

BY: _____
Sara Baxter, Mayor

AGENCY:
Palm Beach County Medical Society Services, Incorporated

DocuSigned by:
BY: Karen Harwood
865DF238792E34E1
Authorized Signature

Karen Harwood, CEO
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

Signed by:
BY: James Green
F84BD568B0CEE433
Department Director

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

Agency Name: Palm Beach County Medical Society Services, Incorporated
Program Name: Screening for Solutions: SBIRT in Practice
Location: Delray Beach, Lake Worth Beach, Riviera Beach, West Palm Beach
Focus Population: Young Adults (ages 19-24) & Adults
Service Category: Community Education and Engagement: Screening, Brief Intervention, Referral to Treatment (SBIRT)

Scope of Work

A. **Program Description**: The Screening for Solutions: SBIRT in Practice program will train providers to deliver Screening, Brief Intervention, and Referral to Treatment (SBIRT) services for adults and young adults (ages 19-24). The program identifies substance use risks early, provides motivational counseling, and connects individuals to treatment and recovery supports across Palm Beach County.

This project will implement a comprehensive, evidence-based SBIRT initiative to strengthen prevention, early intervention, and treatment referrals within communities that experience the highest incidence of opioid-related hospitalizations and deaths, coupled with elevated rates of poverty, housing instability, and lack of insurance. Many residents in these communities face multiple barriers to care, including limited access to integrated behavioral health services and stigma surrounding substance use.

The Palm Beach County Medical Society Services, Incorporated (AGENCY), will subcontract with the University of Miami to implement a comprehensive, evidence-based Screening, Brief Intervention, Referral to Treatment (SBIRT) initiative that will engage private primary care, specialty and behavioral health providers serving young adults and adults in high-need ZIP codes: Riviera Beach (33404); West Palm Beach (33401-33407); Lake Worth Beach (33460-33461) and Delray Beach (33444-33445). The goal is to normalize screening for risky alcohol and drug use as a standard component of patient care and connect individuals in need to recovery-ready community services.

B. **Priority/Focus Population**: Will be defined as young adults (ages 19-24) & adults

i. **Eligibility Criteria**: Providers must be private primary, specialty, and behavioral health providers in Palm Beach County. Participants must be residents of Palm Beach County who are at risk for substance use disorder or who may benefit from early screening, brief intervention, or referral to treatment and recovery services.

ii. **Documentation of Eligibility:** All Individuals will be screened for eligibility. Supporting documentation of eligibility will be retained in each Participant's file.

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C. Individuals Served: A minimum of 108 unduplicated Individuals will be screened annually.

D. Service Delivery:

i. AGENCY will subcontract with the University of Miami (UM) to provide training and support to a minimum of fourteen (14) private primary, specialty, and behavioral health providers to implement SBIRT screening to individuals who demonstrate risky behaviors indicative of substance use or mental illness.

ii. AGENCY shall collaborate with UM to develop and refine SBIRT training curricula and educational materials.

iii. AGENCY shall collaborate with UM to deliver training for healthcare providers and clinical staff.

iv. AGENCY shall collaborate with UM, which will serve as a mentor and consultant, to support SBIRT workflow integration within participating practices.

v. UM shall provide ongoing technical assistance to AGENCY to promote fidelity, quality improvement, and long-term sustainability.

vi. AGENCY shall collaborate with UM in joint planning activities throughout the preparation and implementation of the phases. There will be four (4) phases of this program, which include: Planning and Recruitment; Training and Capacity Building; Implementation and Technical Assistance; and Evaluation and Continuous Improvement.

vii. AGENCY shall ensure that providers receive support, inclusive of technical assistance, to use validated behavioral health and substance use screening tools to identify levels of risk.

viii. AGENCY shall ensure that private primary, specialty, and behavioral health providers utilize motivational interviewing techniques to increase patient awareness of substance use risks and encourage behavior change.

ix. AGENCY shall ensure that private primary, specialty, and behavioral health providers have the necessary training and tools to identify individuals who need additional support and who should receive facilitated, same-day referrals to behavioral health or recovery services, with warm handoffs to ensure follow-up.

x. AGENCY in collaboration with UM shall provide follow-up and support by providing training to Community Health Workers (CHW) who will contact participants within three (3) to five (5) days after a referral to determine patient's level of engagement, address barriers, and provide ongoing encouragement.

xi. AGENCY shall in collaboration with UM train CHWs to document each encounter with a patient and offer the Resiliency/Recovery Capital Index (RCI) to patients to obtain a baseline score and have the RCI set up for recurring deployment every 30 days.

xii. AGENCY shall ensure that CHWs, primary care and mental health professionals know how to provide a warm hand-off to a Recovery Community Organization.

xiii. AGENCY in collaboration with UM shall provide Healthcare staff with training and support on SBIRT best practices and cultural competency training to maintain program fidelity and ensure high-quality, trauma-informed care.

xiv. AGENCY shall maintain documentation of Providers who have been trained and are implementing SBIRT, as well as ensure that Providers maintain and provide documentation to AGENCY on the number of Participants that have been screened; the number who have received a brief intervention and the number of Participants who have been referred to treatment and/or other supports.

xv. AGENCY in collaboration with UM shall conduct quarterly fidelity checks with providers that are trained to ensure SBIRT is being implemented to the standards required by the PBC Medical Society.

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xvi. AGENCY shall maintain documentation to provide data in a format agreed upon between the COUNTY and AGENCY for the follow-up from the CHWs.
xvii. AGENCY shall comply with State Opioid Settlement reporting requirements.
xviii. AGENCY shall comply with Programmatic Requirements.

E. Program Outcomes

I. SBIRT Trainings for providers

Outcome:	Increase the number of Primary and Behavioral Health Providers utilizing SBIRT.
Indicator:	Increase the number of Providers utilizing SBIRT by a minimum of 14 annually in each fiscal year.

II. SBIRT Screenings for providers

Outcome:	Increase the number of SBIRT Screenings
Indicator:	Increase the number of completed SBIRT screenings by 108 annually
Indicator:	90% of individuals screened through SBIRT who have been identified as having risky substance use behaviors are referred for further 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

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

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

Agency Name: Palm Beach County Medical Society Services
Program Name: Screening for Solutions: SBIRT in Practice
Service and Subcategory: Community Education and Engagement Category (Priority B), SBIRT

Service	Unit Costs	Contract Year 1	Contract Year 2	Contract Year 3	Total Contract Amount
Service: Operating Costs Payment of direct program expenses with SBIRT support (as described in **Exhibit A**, Scope of Work).	Actual Cost	$142,858	$142,858	$142,858	$428,574
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual Cost	$7,142	$7,142	$7,142	$21,426
Total Contract		**$150,000****	**$150,000**	**$150,000**	**$450,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses.*
***Unspent funds from Period 1 may be rolled over to Period 2, and unspent Period 2 funds may be rolled over to Period 3 with department approval. In the event of a carryover, the remaining contract funds will be adjusted accordingly to incorporate the carried-over amount.*

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 costs 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 are delivered. The backup documentation must be submitted with the invoice and a signed cover letter that includes but is not limited to the following, - program general ledger, 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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EXHIBIT E

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)

Will 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.
7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license

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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.

8. **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
2026-2028 Opioid Settlement Fund (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Palm Beach County Medical Society Services, Incorporated		Program Name	Screening for Solutions: SBIRT in Practice			
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*
Young adults and adults in Palm Beach County are not consistently screened for substance use risk in healthcare settings due to limited provider capacity, inconsistent use of evidence-based SBIRT practices, and fragmented referral and follow-up systems. This gap reduces early identification, brief intervention, and timely linkage to treatment and recovery services, increasing the likelihood of untreated substance use disorders and related health impacts.	1. Train providers in SBIRT, screening tools, and motivational interviewing. 2. Conduct screenings, brief interventions, and warm hand-offs or referrals to treatment and recovery services. 3. Provide follow-up and care coordination through CHWs and outcome tracking.	1. Increase the number of Primary and Behavioral Health Providers utilizing SBIRT. 2. Increase the number of SBIRT Screenings.	1. Increase the number of providers utilizing SBIRT by a minimum of 14 annually. 2. Increase the number of completed SBIRT screenings by 108 annually. 3. 90% of individuals screened through SBIRT who have been identified as having risky substance use behaviors are referred for further assessment.		Output Tool: 1. Training logs; SBIRT data forms 2. Referral tracking logs; CHW follow-up reports 3. Resiliency/Recovery Capital Index (RCI) Outcome Tool: 1. AUDIT/AUDIT-C, DAST-10, PHQ-9, GAD-7; Provider post-training evaluations 2. Referral completion and treatment engagement reports	Who does it?: 1. Partner agency Program Manager 2. Povider staff and Project Access CHWs What is the process?: 1. Develop implementation and training schedule 2. Identify gaps in implementation or provider engagement. Where is the data stored?: 1. Secure Project Access / PBCMSS electronic database 2. Encrypted shared drive with restricted access.	Data Collection: 1. Data collected by partners on monthly basis and received/ reviewed by PBCMSS on a MONTHLY basis. 2. Data analysis and summary prepared by PBCMSS and sent to PBC-CSD on QUARTERLY basis. Data Reporting: 1. Quarterly OSF performance reports 2. Monthly internal QI summaries for PBCMSS program leadership.

Mission Statement: Strengthening Palm Beach County's health/behavioral health system by engaging private primary care and behavioral health providers to deliver evidence-based SBIRT, promote early identification of substance use, improve access to treatment and recovery supports, and reduce opioid/substance-related harm for adults and young adults in high-need communities.

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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 funding reporting requirements.

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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**.

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.

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

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, if applicable.

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

    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 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

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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.
- 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

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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.

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,

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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 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 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

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(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 - **EXHIBIT L**

- 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.

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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.
- 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
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Palm Beach County Medical Society Services (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)

Karen Harwood
(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, 20th day of January, 2026, by Karen Ann Harwood.

Personally known ☐ OR produced identification ☑.

Type of identification produced Florida driver license

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

BERESFORD MELHADO.
Notary Public, State of Florida
Commission# HH 462942
My comm. expires Nov. 8, 2027

(Notary Seal)

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CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
This Required Certification MUST be Submitted

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor, Palm Beach County Medical Society Services, Incorporated, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:
Karen Harwood
866DF23879D34E1

Signature of Vendor's Authorized Official

Karen Harwood, CEO

Name and Title of Vendor's Authorized Official

3/20/2026

Date

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CERTIFICATION
DEBARMENT AND SUSPENSION

The Vendor certifies that:

a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Palm Beach County Medical Society Services, Incorporated

ADDRESS: 3540 Forest Hill Blvd, Suite 101 West Palm Beach, Florida 33406

COMPANY'S AUTHORIZED OFFICIAL:

Karen Harwood, CEO

Name and Title

DocuSigned by:
Karen Harwood
865DE23879D34E1...

Signature

3/20/2026

Date

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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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EXHIBIT L

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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	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%

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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%

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	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%
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Memorandum of Understanding (MOU)
between
Palm Beach County Medical Society Services, Inc. (PBCMSS)
and
Univeristy of Miami

This Memorandum of Understanding (MOU) is entered into as of the date of last signature ("Effective Date") and establishes a collaborative agreement between Palm Beach County Medical Society Services, Inc. ("PBCMSS") and Univeristy of Miami ("UM"), to support implementation of the ***Screening for Solutions: SBIRT Program*** **in Palm Beach County.**

Purpose
The purpose of this MOU is to define the roles, responsibilities, and financial arrangements of the parties related to consultation, training, and implementation support for SBIRT activities funded through the Opioid Settlement Funds (OSF) 2026.

Term
This Memorandum of Understanding (MOU) shall be effective for a period of **fifteen (15) months**, corresponding with the SBIRT project period. Implementation activities under this MOU will be conducted in the following phases:

- Phase 1 – Planning and Recruitment (Months 1–3)
- Phase 2 – Training and Capacity Building (Months 4–6)
- Phase 3 – Implementation and Technical Assistance (Months 6–12)
- Phase 4 – Evaluation and Continuous Quality Improvement (Months 9–12)

This phased approach is intended to support joint planning, training, implementation, evaluation, and sustainability of SBIRT activities throughout the project period.

Responsibilities of University of Miami
Maite P. Mena, Psy.D., a Licensed Clinical Psychologist affiliated with the University of Miami School of Education and Human Development shall serve as a collaborating partner and subject-matter expert and will provide consultation and technical assistance to support effective SBIRT implementation, including:

- Development and refinement of SBIRT training curricula and educational materials
- Delivery of SBIRT trainings for healthcare providers and clinical staff
- Consultation and mentoring to support SBIRT workflow integration within participating practices
- Ongoing technical assistance to promote fidelity, quality improvement, and long-term sustainability
- Participation in joint planning activities with PBCMSS throughout preparation and implementation phases

Responsibilities of PBCMSS

PBCMSS shall be responsible for:

- Overall project administration, coordination, and compliance with OSF grant requirements
- Scheduling and logistical coordination of trainings and consultation activities
- Serving as the primary liaison between participating healthcare organizations and Dr. Mena
- Providing relevant program context, feedback, and performance data to support implementation
- Ensuring activities align with approved project goals and timelines

PBCMSS and University of Miami, will conduct monthly coordination meetings to review project progress, deliverables, and performance data.

Performance Standards

Dr. Maite P. Mena will provide services under this MOU in a professional and timely manner consistent with accepted standards for SBIRT training and implementation support. Services and deliverables will align with evidence-based SBIRT practices and applicable Opioid Settlement Funds (OSF) requirements.

Compensation

PBCMSS shall compensate University of Miami for professional consultation, training, and technical assistance services related to the *Screening for Solutions: SBIRT Program*. Dr. Mena is expected to dedicate approximately 200–240 hours over the project period at a rate of $150 per hour, for a total compensation not to exceed $36,000, contingent upon grant award and availability of funds. Payment shall be made in accordance with PBCMSS invoicing and reimbursement procedures. Compensation under this MOU is directly tied to activities approved under the Opioid Settlement Funds (OSF) 2026 program.

Confidentiality

During the term of this Agreement, either Party ("Receiving Party") may be exposed to information which is confidential or proprietary to the other Party ("Disclosing Party"). This information includes, but is not limited to, exposure to entities with which the Disclosing Party has a contractual relationship, the Disclosing Party's price lists, inventions, discoveries, techniques, data, processes, know-how, agreements with third parties, financial information, business plans, communication strategies, analyses, compilations, and any other information that a reasonable person would understand to be of a confidential or proprietary nature ("Confidential Information"). Neither Party shall, either during the term of this Agreement or at any time thereafter, use for its own benefit, or for the benefit of any other person or entity, Confidential Information of or concerning the business or affairs of Disclosing Party which Receiving Party has acquired in the course carrying out this Agreement.

Notwithstanding the foregoing, Confidential Information shall exclude information:

a. that is or becomes generally known to the public other than as a result of a breach of this Agreement;
b. which has been independently developed by Receiving Party before or after the Effective Date without violation of any rights which Disclosing Party may have in such information;
c. that is rightfully furnished or made known to Receiving Party by a third Party who has a lawful right to disclose such information;
d. is disclosed with the prior written approval of the Disclosing Party; or

e. after disclosure to the Receiving Party, is published, becomes publicly known, or otherwise becomes part of the public domain through no fault of the Receiving Party.

In the event that the Receiving Party is required to disclose the Confidential Information by law (including, but not limited to, via court order, legal process or governmental action) ("Compelled Disclosure"), it must promptly notify the Disclosing Party of the Compelled Disclosure, consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow the scope of the Compelled Disclosure, and exercise reasonable efforts to obtain a protective order or other reliable assurance that the Confidential Information disclosed pursuant to the Compelled Disclosure will be afforded protection from further exposure. Compliance with any such request by the Receiving Party is not considered a breach of the confidentiality provisions in this Agreement as long as the Receiving Party abides by the provisions in this Section.

Intellectual Property Rights

Each Party shall continue to own all rights in and to any of its intellectual property that is owned or controlled by the Party as of the Effective Date or that is acquired by it during the Term independent of this Agreement ("Background IP"). To the extent that any new intellectual property ("Foreground IP") is created under this Agreement, provided that such Foreground IP does not contain Background IP, ownership of such Foreground IP shall be owned by the Party who created such Foreground IP, so long as written documentation can verify that the Foreground IP was created by such Party. In the event that any Foreground IP contains Background IP of the other Party, the Party owning rights in such Background IP shall have blocking rights over the Foreground IP that contains its Background IP. The Parties will share ownership rights in and to any new intellectual property created jointly by the Parties ("Joint IP"), but only to the extent that such Joint IP does not contain Background IP of the other Party.

Non-Exclusivity

The Parties hereby acknowledge that this Agreement is not exclusive, and that each party may freely contract with any other person, firm or entity concerning the subject matter hereof.

Indemnification

PBCMSS will indemnify, defend and hold harmless the University and its trustees, officers, agents and employees from and against any and all losses, liabilities, damages, judgments, fines, penalties, costs and expenses, including reasonable attorney's fees and costs (through the appellate level), arising from third party demands, claims, causes of action, lawsuits, or regulatory enforcement actions (collectively, "Third-Party Liabilities") to the extent such Third-Party Liabilities arise out of or result from (1) the intentional misconduct or negligence of PBCMSS or its employees or agents in performing obligations under this Agreement, (2) any violation of applicable law, (3) breach of any representation, warranty or other duty or obligation herein, (4) any damage or injury (including death) to persons or property suffered in whole or in part or claimed to have been suffered through any act or omission of the PBCMSS or any of its agents, or (5) any unauthorized acquisition, loss, access, use, or disclosure of any Personal Data (meaning any information relating to an identified or identifiable natural person, including data that either directly identifies someone or can be linked back to them, either directly or indirectly), in a manner not permitted under this Agreement and/or applicable law ("Data Breach"). PBCMSS's obligation to indemnify University will be proportionally reduced to the extent the Third-Party Liabilities are attributable to University's negligence or willful misconduct.

In the event of any actual or potential Third-Party Liabilities, as soon as reasonably practicable following actual knowledge, University will give written notice to PBCMSS that specifies the nature of the Third-Party Liabilities in reasonable detail. Failure to give notice as provided herein will not relieve PBCMSS of its obligations under this Agreement except to the extent that it is materially prejudiced by such failure to give notice. PBCMSS will not make any admission of liability without the prior written consent of University, such consent not to be unreasonably withheld or delayed. However, PBCMSS may enter into a settlement with respect to the Third-Party Liabilities to the extent that a full release of all claims is obtained on University's behalf. PBCMSS will permit University, at its expense, to participate in the defense with counsel of its choosing. Each Party will provide all reasonable cooperation to the other to assist in the defense against any Third-Party Liabilities.

Limitation Of Liability

UNDER NO CIRCUMSTANCES SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ("INDIRECT DAMAGES"). IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY, REGARDLESS OF THE NATURE OF THE CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE TOTAL FEES PAID OR PAYABLE TO UNIVERSITY IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Governing Law

This Agreement shall be governed by the laws of the State of Florida without giving effect to its conflict of law provisions. Any dispute under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts residing in Miami-Dade County, Florida. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in Miami-Dade County, Florida.

PBCMSS Representations And Warranties

PBCMSS represents and warrants that PBCMSS has and shall maintain all necessary permissions, authorizations, approvals, consents, and licenses required to provide University with the information and materials PBCMSS makes available to University under this Agreement.

PBCMSS further represents and warrants that UM personnel will not have access to protected health information or direct contact with individuals receiving services through the County.

PBCMSS further represents and warrants that it will retain sole responsibility for program implementation, operations, compliance with grant requirements, and delivery of services. UM will provide advisory input only and does not control or direct program execution.

Disclaimer

Services are limited to education, training, consultation, and technical assistance only. No clinical services, patient diagnosis, treatment, counseling, or direct care are provided, and no provider–patient relationship is created.

Independent Relationship

Dr. Mena shall act as an independent consultant and collaborating partner. Nothing in this MOU shall be construed to create an employer-employee relationship, partnership, or joint venture.

Flow down Provision

To the extent applicable, Dr. Maite P. Mena agrees to comply with applicable terms and conditions of the prime Opioid Settlement Funds (OSF) contract that relate to the services provided under this MOU. In the event of a conflict, the terms of the prime contract shall apply.

Termination

Either party may terminate this MOU with thirty (30) days' written notice.

Entire Agreement

This Agreement, together with any appendices, exhibits, schedules, amendments, or addendums shall constitute the entire agreement between the Parties with respect to the subject matter hereof. To the extent of any conflicting terms, the order of precedence, except where stated otherwise, shall be as follows: 1) this Agreement, as may be amended from time to time; 2) appendices, exhibits, schedules, amendments or addendums; 3) purchase order terms and conditions. There are no oral agreements with respect to the subject matter of this Agreement that are not fully expressed in this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. University, its faculty, staff, and students, will not be bound by any shrink-wrap terms and conditions or by any clickwrap, browsewrap, sign-in-wrap, scrollwrap, or other similar online terms and conditions of any kind, regardless of when opened or clicked or by whom, even if PBCMSS's documentation or website states otherwise. This Agreement can only be modified via a written amendment signed by an authorized representative of each party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

Palm Beach County Medical Society Services, Inc.

Name and Title: John James Jr. Executive Dir. Public Health + Disaster Services

Date: 03/16/2026

Signature: _____

University of Miami

Date: 3/17/2026

Signature: DocuSigned by: Humberto Speziani

Humberto Speziani Associate Vice President

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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 (**EXHIBIT L**), is the designated recipient of Opioid Settlement Funds; 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 Dealing Hope in the Justice System Program addresses families affected by substance use and justice involvement, who face high rates of overdose, arrests, incarceration, and economic challenges, by providing peer-led, family-centered support and reentry services to strengthen resilience, reduce stigma, and advance Palm Beach County's Recovery & Resilience Ecosystem of Care; 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 Dealing Hope in the Justice System services to residents with substance use disorders in Palm Beach 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 L - FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT**. 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, EXHIBIT H,** and **EXHIBIT L;** and (5) all other documents, including but not limited to, memorandum(s) of understanding and agreements, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on May 1, 2026, and complete services on June 30, 2028.

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 L.**

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 **FIVE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($525,000.00) OVER 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 L**, 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 Florida Statutes. 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.

Invoices. 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

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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 forty-five (45) days following the COUNTY representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. 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 contract period 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.

VSS Registration Required. 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 State 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 L**.

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.

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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

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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.

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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.

The AGENCY hereby engages Recovery Community HUB of Palm Beach County (HUB) and People of Purpose, Inc. ("Subcontractor") to perform the services described in **EXHIBIT A - SCOPE OF WORK** and in the Memorandum of Understanding ("MOU") attached hereto as **EXHIBIT M.**

The MOU dated May 1, 2026 between AGENCY and Subcontractor (**EXHIBIT M**) is hereby incorporated by reference into this Agreement. The Subcontractor agrees to abide by all roles, responsibilities, reporting requirements, and timelines outlined in the MOU.

In the event of a direct conflict between the terms of this Agreement and the attached MOU, the terms of this Agreement shall govern and control.

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

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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 discrimination.

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.

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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 submit quarterly the **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT** along with the following statements:

- Statement of Cash Flows
- Statement of Activities
- Statement of Financial Position

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

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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

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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 section 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.

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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

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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 L**, 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

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delivery, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director, Opioid
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

Ryan Wertepny, CEO
Palm Beach County Substance Abuse Coalition, Inc, dba Palm Beach County Behavioral Health Coalition
2300 High Ridge Rd, Suite 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.

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ARTICLE 34 SCRUTINIZED COMPANIES

A. As provided in section 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 section 215.4725, Florida Statutes. Pursuant to section 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 section 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if AGENCY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

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 section 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 public 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.

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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 DIGITAL ACCESSIBILITY COMPLIANCE

AGENCY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. AGENCY represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. AGENCY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, AGENCY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, AGENCY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. AGENCY shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 38 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 39 AUTHORITY TO PRACTICE

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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 40 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 41 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 42 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

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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 43 BYRD ANTI-LOBBYING AND DEBARMENT AND SUSPENSION

A completed **EXHIBIT J - CERTIFICATION REGARDING LOBBYING, BYRD ANTI-LOBBYING AMENDMENT** and **EXHIBIT K - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** are required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The AGENCY must comply with the requirements of 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The AGENCY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 44 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 45 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.

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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 46 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 47 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 48 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 49 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 50 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 51 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 52 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 53 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, 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

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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 54 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 55 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 56 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.

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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

BY: _____
Deputy Clerk

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

BY: _____
Sara Baxter, Mayor

AGENCY:
Palm Beach County Substance Abuse Coalition, Inc, dba Palm Beach County Behavioral Health Coalition

DocuSigned by:
BY: Ryan Wertepny
0E58D7EAEE1145A...
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

Signed by:
James E. Green
BY: F84BD58B0CEE433 _____
Department Director

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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 (PBCBHC)

Program Name: Dealing Hope in the Justice System

Location: Belle Glade, Delray Beach, Lake Worth, Riviera Beach

Focus Population: Families of substance impacted on individuals who are incarcerated or have a history of justice involvement

Service Category: Community Engagement and Education/Family Supports

Scope of Work

A. Program Description

This program focuses on families of substance-impacted individuals with current or past justice system involvement. These populations experience disproportionate rates of overdose, substance-related arrests, and incarceration, which is compounded by economic instability, housing insecurity, and limited access to services.

This initiative is a collaboration between Palm Beach County Substance Abuse Coalition, Inc, dba Palm Beach County Behavioral Health Coalition (hereinafter "PBCBHC"), fiscal agent, The Recovery Community Hub of Palm Beach County (hereinafter "The Hub"); and People of Purpose (hereinafter "PoP"). Palm Beach County Behavioral Health Coalition (PBCBHC) empowers youth, families, and community partners with education, resources, and prevention programs that support healthy choices. The Recovery Community Hub of Palm Beach County (The Hub), is a Recovery Community Organization (RCO) that provides support to individuals at all stages of recovery. People of Purpose (PoP), an organization that helps returning citizens rebuild stable, purposeful lives. Together, they will promote family resilience, increase recovery/resilience capital, and support social connectedness through peer-led, community-based support.

Family services provided shall include:

- Advocacy and activities aimed at empowering family members; and
- Peer Supports for families navigating various systems, such as the Department of Children and Families Services, Criminal Justice, and Solution-Focused Courts.

The Hub will utilize Certified Peer Recovery Specialists to provide family support, family recovery groups, family reunification support, warm handoffs to services, access to NARCAN, and Recovery Coaching education aligned with the Connecticut Community for Addiction Recovery (CCAR) national standards. Services will be provided by an existing RCO and the affiliated, community-based Recovery Community Centers (RCC), known as Hubs. Existing Hubs are located in the highest needs areas: Delray Beach, Lake Worth Beach, Belle Glade, and Riviera Beach. Services will also be provided in the community, including within the courts and other community-based locations accessible to families.

The support activities will foster belonging, reduce stigma, and create visible pathways to recovery.

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PoP will provide peer engagement for incarcerated individuals, reentry and family reunification support, and sober rides, as well as community resource navigation, to ensure continuity of care from incarceration through reintegration.

By integrating family-centered peer supports, reentry resources, and recovery education, this program advances Palm Beach County's Resilience & Recovery Ecosystem of Care and aligns with the Recovery/Resilience Capital Index (RCI) framework by addressing key risk levers such as financial well-being, employment, knowledge and skills, and access to healthcare. Through trauma-informed, culturally responsive, and community-driven strategies, this initiative will increase family and community resilience, reduce stigma, and strengthen local recovery networks—contributing to sustainable, recovery-ready communities.

B. Priority/Focus Population: Will be defined as adults and families impacted by substance use disorder and justice involvement.

i. **Eligibility Criteria**: Family members and the person in recovery must be residents of Palm Beach County. At least one family member (herein known as the Participant) must have a history of substance use and a history of involvement with the justice system as evidenced by: a history of at least one arrest; drug court involvement; current incarceration within one (1) year of release date; enrolled in re-entry services and/or on probation. Participants include but are not limited to parents, siblings, children, grandparents, other biological relations, spouses, significant others, and other non-traditional families who are identified as such by the person in recovery.

ii. **Documentation of Eligibility:** All Individuals (Participants and the person in recovery) will be screened for eligibility. Documentation of eligibility will be maintained in the individual's file.

C. Individuals Served: A minimum of 300 unduplicated Families (Family Participants and persons in recovery) annually.

D. Service Delivery:

a. Palm Beach County Substance Abuse Coalition, Inc, dba Palm Beach County Behavioral Health Coalition (PBCBHC) shall serve as fiscal agent for the Recovery Community Hub of Palm Beach County (The Hub), and for People of Purpose (PoP).
    a. PBCBHC's role is solely that of fiscal agent as described in the respective MOUs.
    b. The Hub and PoP shall be responsible for all other aspects of this program.
    c. PBCBHC will maintain Liability Insurance abiding by the terms and limits prescribed in the County Contract, and adding Palm Beach County Board of County Commissioners, the Recovery Community Hub of Palm Beach County, and People of Purpose as additional insured parties.

ii. The Recovery Community Hub of Palm Beach County (The Hub) and People of Purpose (PoP) shall:
    a. Provide advocacy and family support services to promote sustained recovery and prevent recurrence of substance use disorder in a supportive, substance-free environment as evidenced through notes in Participants' and/or the substance-

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impacted individuals' records

b. Offer the Recovery/Resiliency Capital Index (RCI) to all participants and, as appropriate, develop Family Resiliency Plans (FRPs). All FRPs shall be maintained in the Participant and/or the Substance-impacted individual's records.

iii. The Recovery Community Hub of Palm Beach County (The Hub)

a. Shall assign a dedicated peer-advocate to support Participants and the substance-impacted individual who is engaged in Drug Court, Criminal Court, Family Court, or on Probation. Notes shall be maintained in the Participant and/or the Substance impacted individual's records.
b. Shall host monthly family, recovery, and re-entry inclusive events. Such events may include, but not be limited to: Family support meetings, Recovery supportive family events, All Recovery Meetings; education on issues that RCI data show are in need of strengthening, career and employment-related opportunities for participants, etc. Attendance at such meetings shall be documented in the Participant and/or the Substance-impacted individual's records.
c. May provide transportation assistance to Participants and substance use-impacted individuals who are ineligible for assistance through reentry or probation. Such assistance may include bus passes or ride share transportation (i.e., Uber, Lyft, etc.). Receipts and connection to Family FRPs shall be maintained in Participants' records and submitted with invoices for reimbursement.
d. Shall facilitate family reunification by facilitating family meetings and advocating in family court, as appropriate. Documentation shall be maintained in Participants' records.
e. Shall facilitate community referrals for Participants, including housing, employment, healthcare, insurance, benefits, and mental health services, to remove barriers that may hinder access to these essential services and needs. Documentation of referrals shall be maintained in Participants' records.
f. Will provide access to Recovery education to Participants, including access to The Recovery Coaching Academy, Narcan training, and free access to Narcan.
g. Shall maintain Liability Insurance abiding by the terms and limits prescribed in the County Contract, and adding Palm Beach County Board of County Commissioners, PoP and PBCBHC as additional insured parties.

iv. People of Purpose:

a. Shall assign a dedicated peer-advocate to support Participants and the substance-impacted individual during incarceration and through transition to re-entry services. Notes shall be maintained in the Participant's and/or the Substance-impacted individual's records.
b. Shall provide Pre-Release and Reentry Support which supports family reunification for incarcerated individuals seeking recovery up to 12 months prior to release. Documentation shall be maintained in the Participant's and/or Substance impacted individual's records.
c. May provide transportation assistance to incarcerated individuals and their families through re-entry and probation, including bus passes, sober rides for substance impacted individuals and obtaining ride share transportation (i.e., Uber, Lyft, etc.). Receipts and connections to FRPs shall be maintained in the

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Participant's and/or the Substance impacted individual's records, which will be submitted with invoices and time and effort reporting for reimbursement.

d. Shall facilitate reunification post-incarceration by facilitating family meetings and advocating for the same during incarceration and re-entry. Documentation shall be maintained in the Participant's and/or the Substance-impacted individual's records.
e. Will assist with identification replacement, acquisition of other documentation needs, and expungement of records, as needed, to remove barriers that hinder family reunification and access to housing, employment or other basic needs.
f. Shall provide training and education on financial literacy, life skills, parenting, and fair-chance employment practices specifically for Participants and their substance-impaired returning citizens. Sign-in sheets shall be maintained for all such sessions and identify whether the attendee is a Participant (family) or a person impacted by substance use and involved with the justice system.
g. Shall maintain Liability Insurance abiding by the terms and limits prescribed in the County Contract, and adding Palm Beach County Board of County Commissioners, the Hub, and PBCBHC as additional insured parties.

v. PBCBHC, The Hub and PoP shall comply with Opioid Settlement Reporting and Financial Requirements.
vi. PBCBHC, The Hub and PoP shall comply with Programmatic Requirements.

E. Program 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 the last recorded RCI within the fiscal year.
(Year 2)	70% of 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.

Outcome	Participants will remain engaged in services.
Indicator (Year 1)	60% of Participants will remain engaged in services for the program duration (as defined by the agency).
Indicator (Year 2)	70% of Participants will remain engaged in services for the program duration (as defined by the agency).

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:

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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 evidence-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 workflow. 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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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 (PBCBHC)
Program Name: Dealing Hope in the Justice System
Service and Subcategory: Family Support

Service	Unit Costs	Contract Year 1	Contract Year 2	Contract Year 3	Total Contract Amount
Service: Operating Costs Payment of direct program expenses with family support (as described in **Exhibit A**, Scope of Work).	Actual Cost	$166,667	$166,667	$166,667	$500,001
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual Cost	$8,333	$8,333	$8,333	$24,999
Total Contract		**$175,000****	**$175,000**	**$175,000**	**$525,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses.*
***Unspent funds from Period 1 may be rolled over to Period 2, and unspent Period 2 funds may be rolled over to Period 3 with department approval. In the event of a carryover, the remaining contract funds will be adjusted accordingly to incorporate the carried-over amount.*

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 costs 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 are delivered. The backup documentation must be submitted with the invoice and a signed cover letter that includes but is not limited to the following, - program general ledger, 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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EXHIBIT E

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)

Will 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.

7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license

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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.

8. **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
2026 - 2028 Opioid Settlement Fund (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Palm Beach County Substance Abuse Coalition, Inc, dba Palm Beach County Behavioral Health Coalition	Program Name	Dealing Hope in the Justice System			
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*
Families of justice impacted individuals and returning citizens with recovery needs are at higher risk and require specialized supports and services to help their loved one re-enter society, remain in recovery and prevent recidivism	300 participants will receive Advocacy and activities aimed at empowering family members; and Peer Supports for families navigating various systems, such as Department of Children and Family Services, Criminal Justice and Solution-Focused Courts.	1. Increase the resilience of Families. 2. Participants will remain engaged in services.	1.a Year 1- 60% (180 of 300) Participants will improve resilience as evidenced by a 1 (one) point increase on the RCI from baseline to last recorded RCI within the first fiscal year. 1.b Year 2- 70% (210 of 300) Participants will improve resilience as evidenced by a 1 (one) point increase on the RCI from baseline to last recorded RCI within the first fiscal year. 2.a Year 1 60% (180 of 300) Participants will remain engaged in services for the program duration (as defined by agency and in accordance with legal requirements, i.e. probation, re-entry or drug court.) 2.b Year 1 70% (210 of 300) Participants will remain engaged in services for the program duration (as defined by agency and in accordance with legal requirements, i.e. probation, re-entry or drug court.)		**Output Tool:** Services provided, case notes, sign in sheets, Recovery Plans Client services entered into CMIS **Outcome Tool:** Resilience/ Recovery Capital Index (RCI) and Client Recovery plans that documents engagement.	**Who does it?:** Hub and/or PoP peer specialist will collect and store data **What is the process?:** Participants are asked to complete RCI and satisfaction surveys during service provision. **Where is the data stored?:** Case notes, services provided, RCIs, FRPs, and satisfaction surveys are stored in participant files in CMIS and Commonly Well	**Data Collection:** Data is collected 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. Satisfaction surveys are administered quarterly during program engagement and at program end date. **Data Reporting:** Data is reported to leadership team and County monthly as well as Quarterly outcome reports

Mission Statement: The Mission of the Recovery Community Hub of Palm Beach County is to empower, connect and advocate for individuals and their families in all stages in recovery.

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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 funding reporting requirements.

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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.**

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.

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

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, if applicable.

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

    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 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

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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.
- 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

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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.

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,

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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 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:

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- 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 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

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(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 - **EXHIBIT L**

- 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.

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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.
- 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
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Palm Beach County Substance Abuse Coalition dba Palm Beach County Behavioral Health 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, 20 day of JANUARY, 2026, by RYAN WERTEPNY.

Personally known ☐ OR produced identification ☑.

Type of identification produced FLORIDA DRIVERS LICENSE W621-730-80-208-0

NOTARY PUBLIC (Signature)
My Commission Expires: Feb, 14, 2026
State of Florida at large

JULIAN SOSA
Notary Public - State of Florida
Commission # HH 228571
My Comm. Expires Feb 14, 2026

(Notary Seal)

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CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
This Required Certification MUST be Submitted

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor, Palm Beach County Substance Abuse Coalition, Inc, dba Palm Beach County Behavioral Health Coalition, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:
Ryan Wertepny
CE58B7EAEE1146A...
Signature of Vendor's Authorized Official

Ryan Wertepny, CEO
Name and Title of Vendor's Authorized Official

4/6/2026
Date

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CERTIFICATION
DEBARMENT AND SUSPENSION

The Vendor certifies that:

a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Palm Beach County Substance Abuse Coalition, Inc. dba Palm Beach County Behavioral Health Coalition

ADDRESS: 2300 High Ridge Rd, Suite 365 Boynton Beach, Florida 33426

COMPANY'S AUTHORIZED OFFICIAL:

Ryan Wertepny, CEO
Name and Title

DocuSigned by:
Ryan Wertepny
CE58B7EAEE1146A...
Signature

4/6/2026
Date

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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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	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%

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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%

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	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%

EXHIBIT L

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Memorandum of Understanding (MOU)
Palm Beach County Substance Abuse Coalition, Inc., dba Palm Beach County Behavioral Health Coalition
and
The Recovery Community Hub of Palm Beach County

This Memorandum of Understanding (MOU) sets forth an agreement between the Palm Beach County Substance Abuse Coalition, Inc., dba Palm Beach County Behavioral Health Coalition (PBCBHC) and the Recovery Community Hub of Palm Beach County.

Palm Beach County Behavioral Health Coalition (PBCBHC) empowers youth, families, and community partners with education, resources, and prevention programs that support healthy choices. By uniting parents, schools, and local leaders, we work to reduce substance misuse and build safer, stronger, and more resilient communities across Palm Beach County.

The Recovery Community Hub of Palm Beach County (The Hub) provides support and solutions for those living with substance use disorders. We empower, connect and advocate for individuals and their families, by meeting people where they are at. Our mission is to empower, connect, and advocate for individuals and their families in all stages of recovery. We strive to break down barriers to wellness, diminish stigma in our community and promote resilient recovery inclusive communities.

PBCBHC will serve as the fiscal agent to The Hub pursuant to an executed contract for Opiate Settlement Funds between Palm Beach County and PBCBHC.

Purpose and Mutual Understanding

Palm Beach County Behavioral Health Coalition (PBCBHC) and the Recovery Community Hub of Palm Beach County (The Hub) are exercising their rights to enter into a memorandum of understanding outlining their respective responsibilities related to the role of PBCBHC as The Hub's Fiscal Agent.

- At all times PBCBHC's role is solely that of fiscal agent. It shall respect The Hub's role in responding to the evolving support and advocacy needs of families of individuals in the reentry and recovery community and shall not seek to influence The Hub in

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the exercise of this role.

- At all times The Hub's role is to achieve the contract's deliverable including programmatic functions, required outcomes and other requirements as outlined in the contract.

Responsibilities

PBCBHC agrees to:

- Front the monthly expenses of The Hub as approved in its budget and seek reimbursement from Palm Beach County for these funds.
- Utilize 5% or the funds with a specific account of the contract's general and administrative share to provide Fiscal Agent responsibilities.
- Fiscal Agent responsibilities include the following:
    - Provide monthly revenue and expense reports for The Hub, in a format that is agreed upon between The Hub, the County and the PBCBHC.
    - Review monthly expense receipts and notify The Hub if receipts are incomplete or do not align with the provided proof of payment and the approved budget lines.
    - Work with The Hub and the County to ensure requirements for submitting invoices and receipts of payment are compliant and conduct a pre-invoice submission review to ensure there is proof of payment for all expenditures noted on the invoice.
    - Timely Processing and Payment of The Hub invoice and invoice submission to the County
    - Monthly meetings with The Hub Executive Board and Executive Director at a time mutually agreed upon by both parties
    - Maintain Commercial General Liability, Professional Liability Insurance, and Workman's Compensation abiding by the terms and limits prescribed in the County Contract and include Palm Beach County Board of County Commissioners and the Recovery Community Hub of Palm Beach County as additional insured parties.
- Assist with specific human resource support tasks (e.g., payroll processing and benefits enrollment) as requested. The Coalition shall not manage staff or be responsible for daily personnel supervision.
- Complete designated onboarding tasks for HUB personnel, including:
    - Level I and Level II background checks
    - E-Verify

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- General Inspector Clearinghouse verification if required
- Contractual training and Peer Support Certification requirements

The Recovery Community Hub of Palm Beach County agrees to:

- Ensure all expenditures are consistent with the approved budget and are supported by appropriate documentation (paid receipts) submitted to the PBCBHC.
- Submit all reimbursement requests, by location, by the 10th of the month for each prior month.
- Conduct day-to-day operations, budgeting (including initial budget and modifications), and planning functions to meet all County contractual programmatic and administrative requirements as outlined in the contract.
- Maintain:
  - Liability Insurance, abiding by the terms and limits prescribed in the County Contract, and adding Palm Beach County Board of County Commissioners, and PBCBHC as additional insured parties.
  - Directors and Officers Liability Insurance.
- Maintain an operational policy and procedure handbook.
- Provide and manage human resource operations and onboarding tasks including:
  - Performance evaluations and staff supervision
  - Verification and tracking of annual training requirements
  - Maintenance of active certifications for relevant positions (e.g., Certified Peer Specialist)
  - Maintenance and security of personnel files

8. Ensure compliance with all County auditing, monitoring, and reporting requirements, including timely responses to findings and Partnership Agreements/Corrective Action Plans.

9. Maintain and operate a designated interest-bearing bank account for all funds donated or fundraised for The Hub.

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Effective Date

This Memorandum of Understanding will become effective upon the signatures of the representatives below and will remain in effect until modified by mutual agreement of PBCBHC or the Hub or terminated by either party.

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Signatures:

Holly Stewart, LCSW, Executive Director
Director
Representative, The Hub
Date: 3/5/2026

Ryan Wertepny

Ryan Wertepny, Executive

Representative, PBCBHC
Date: 03/05/2026

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Memorandum of Understanding (MOU)
Palm Beach County Substance Abuse Coalition, Inc., dba Palm Beach County Behavioral Health Coalition
and
People of Purpose

This Memorandum of Understanding (MOU) sets forth an agreement between the Palm Beach County Substance Abuse Coalition, Inc., dba Palm Beach County Behavioral Health Coalition (PBCBHC) and People of Purpose (PoP)

Palm Beach County Behavioral Health Coalition (PBCBHC) empowers youth, families, and community partners with education, resources, and prevention programs that support healthy choices. By uniting parents, schools, and local leaders, we work to reduce substance misuse and build safer, stronger, and more resilient communities across Palm Beach County.

People of Purpose (PoP) is a 501(c)(3) nonprofit, community-based organization that was established in 2020 in Palm Beach County, Florida. Their Mission is to help returning citizens build self-sustaining, successful lives of purpose. Returning citizens are people who have a criminal history, were formerly incarcerated, completed their prison sentence, and returned back to their community and neighborhoods through awareness, education, and training.

The PBCBHC will serve as the fiscal agent to the PoP pursuant to an executed contract for Opiate Settlement Funds between Palm Beach County and the PBCBHC.

Purpose and Mutual Understanding

Palm Beach County Behavioral Health Coalition (PBCBHC) and People of Purpose (PoP) are exercising their rights to enter into a memorandum of understanding to outline their respective responsibilities related to the role of PBCBHC as PoP's Fiscal Agent.

- At all times PBCBHC's role is solely that of fiscal agent. It shall respect PoP's role in responding to the evolving support and advocacy needs of families of individuals in the reentry and recovery community and shall not seek to influence PoP in the exercise of this role.
- At all times PoP's role is to achieve the contract's deliverable including

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programmatic functions, required outcomes and other requirements as outlined in the contract.

Responsibilities

PBCBHC agrees to:

- Front the monthly expenses of the PoP as approved in its budget and seek reimbursement from Palm Beach County for these funds.
- Utilize 5% or the funds with specific account of the contract's general and administrative share to provide Fiscal Agent responsibilities.
- Fiscal Agent responsibilities include the following:
    - Provide monthly revenue and expense reports for PoP, in a format that is agreed upon between PoP, the County and the PBCBHC.
    - Review monthly expense receipts and notify the PoP if receipts are incomplete or do not align with the provided proof of payment and the approved budget lines.
    - Work with PoP and the County to ensure requirements for submitting invoices and receipts of payment are compliant and conduct a pre-invoice submission review to ensure there is proof of payment for all expenditures noted on the invoice.
    - Timely Processing and Payment of PoP invoice and invoice submission to the County
    - Maintain Commercial General Liability, and Professional Liability Insurance, abiding by the terms and limits prescribed in the County Contract and include Palm Beach County Board of County Commissioners, People of Purpose and the Recovery Community Hub of Palm Beach County as additional insured parties.
- Assist with specific human resource support tasks (e.g., independent contractor payroll processing) as requested. The Coalition shall not manage staff or be responsible for daily personnel supervision.
- Maintain documentation of specific HR records in accordance with contractual requirements
    - Level I and Level II background checks
    - E-Verify
    - General Inspector Clearinghouse verification if required
    - Contractual training and Peer Support Specialist Certification requirements

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People of Purpose agrees to:

- Ensure all expenditures are consistent with the approved budget and are supported by appropriate documentation (paid receipts) submitted to the PBCBHC.
- Submit all reimbursement requests, by location, by the 10th of the month for each prior month.
- Conduct day-to-day operations, budgeting (including initial budget and modifications), and planning functions to meet all County contractual programmatic and administrative requirements as outlined in the contract.
- Maintain:
    - Liability Insurance, abiding by the terms and limits prescribed in the County Contract, and adding Palm Beach County Board of County Commissioners, and PBCBHC as additional insured parties.
    - Directors and Officers Liability Insurance.
    - Commercial Auto Insurance on vehicle used to transport participants
- Maintain an operational policy and procedure handbook.
- Provide and manage human resource operations and onboarding tasks including:
    - Performance evaluations and staff supervision
    - Verification and tracking of annual training requirements
    - Maintenance of active certifications for relevant positions (e.g., Certified Peer Specialist)
    - Maintenance and security of personnel files

8. Ensure compliance with all County auditing, monitoring, and reporting requirements, including timely responses to findings and Partnership Agreements/Corrective Action Plans.

9. Maintain and operate a designated interest-bearing bank account for all funds donated or fundraised for People of Purpose

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Effective Date

This Memorandum of Understanding will become effective upon the signatures of the representatives below and will remain in effect until modified by mutual agreement of the Hub and People of Purpose or terminated by either party.

Signatures:

William Freeman (Mar 5, 2026 11:04:21 EST)

William Freeman, Executive Director
Representative, People of Purpose
Date: 03/05/2026

Ryan Wertepny

Ryan Wertepny, Executive Director
Representative, PBCBHC
Date: 03/05/2026

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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 (**EXHIBIT L**), is the designated recipient of Opioid Settlement Funds; 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 Palm Beach County Family Preservation Support Program provides peer support, care coordination, and recovery planning for pregnant or parenting families involved in or at risk with the dependency system, to promote family reunification and prevent out-of-home placement, by connecting them to supportive services and recovery resources; 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 Palm Beach County Family Preservation 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 L - FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT**. 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, EXHIBIT H,** and **EXHIBIT L;** and (5) all other documents, including but not limited to, memorandum(s) of understanding and agreements, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The AGENCY shall commence services on May 1, 2026, and complete services on June 30, 2028.

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 L.**

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 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 L**, 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 Florida Statutes. 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.

Invoices. 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

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normally be paid within forty-five (45) days following the COUNTY representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. 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 contract period 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.

VSS Registration Required. 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 State 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 L**.

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

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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.

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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

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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

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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

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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 discrimination.

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 submit quarterly the **EXHIBIT D - CASH FLOW COMMITMENT STATEMENT** along with the following statements:

- Statement of Cash Flows
- Statement of Activities

- Statement of Financial Position

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)

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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 section 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

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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

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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 L**, 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, Opioid
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

Nancy McConnell, CEO
Rebel Recovery Florida, Inc.
400 North 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.

ARTICLE 34 SCRUTINIZED COMPANIES

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A. As provided in section 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 section 215.4725, Florida Statutes. Pursuant to section 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 section 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if AGENCY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

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 section 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 public 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 DIGITAL ACCESSIBILITY COMPLIANCE

AGENCY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. AGENCY represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. AGENCY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, AGENCY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, AGENCY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. AGENCY shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 38 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.

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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 39 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 40 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 41 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 42 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

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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 43 BYRD ANTI-LOBBYING AND DEBARMENT AND SUSPENSION

A completed **EXHIBIT J - CERTIFICATION REGARDING LOBBYING, BYRD ANTI-LOBBYING AMENDMENT** and **EXHIBIT K - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** are required at time of Agreement execution. Upon request, the AGENCY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subrecipients and subagencies after Agreement award.

This Agreement is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the AGENCY is required to verify that none of the AGENCY, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The AGENCY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the AGENCY did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The AGENCY must comply with the requirements of 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The AGENCY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 44 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.

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ARTICLE 45 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 46 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 47 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 48 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 49 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.

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ARTICLE 50 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 51 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 52 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.

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ARTICLE 53 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, 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 54 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 55 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 56 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

BY: _____
Deputy Clerk

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

BY: _____
Sara Baxter, Mayor

AGENCY:
Rebel Recovery Florida, Inc.

Signed by:
BY: _____
1DCFEE09C2EF429...
Authorized Signature

Georgeanne Dorney, CFO
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

Signed by:
James E. Green
BY: _____
F84BD58B0CEE433...
Department Director

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

Agency Name: Rebel Recovery Florida, Inc.

Program Name: Palm Beach County Family Preservation Support

Location: Palm Beach County, with a dedicated focus on Tri-city Glades (including Belle Glade, Pahokee, and South Bay), Riviera Beach, West Palm Beach, Lake Worth Beach, and Delray Beach

Funding Priority: Community Education & Engagement – Family Supports

Scope of Work

A. Program Description:

The Palm Beach County Family Preservation Support (FPS) program will provide specialized peer support services to pregnant or parenting individuals and families navigating the complexities of the dependency system (i.e., DCF involvement and/or prevention, judicial, non-judicial) in Palm Beach County, to help participants and their children arrive at the healthiest and safest outcome appropriate for the family, promote family reunification, prevent out-of-home placement, and support cases involving substance-exposed newborns (SEN) and infants born with neonatal abstinence syndrome (NAS). Services include comprehensive support and care coordination to address gaps and barriers to health and resiliency, and recovery planning to link participants to pro-social networks and with family support services that will include peer led groups and individualized support for family members of participants involved in the dependency courts and to other family members that require support for the challenges that arise in family dynamics when a member has an unhealthy relationship with legal and illicit substances.

The FPS program will deliver intensive navigation and care coordination utilizing an evidence-based recovery capital framework to strengthen family resilience with those involved in dependency court and their family members who need specialized support addressing the challenges with family dynamics, family communication, persistent barriers, and for family members who need support outside of dependency courts. FPS will utilize a Program Director, a dedicated full-time Peer Navigator located at our Belle Glade Recovery Community Organization (RCO), with additional Peer Navigation and 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 the Brief Addiction and Recovery Composite (BARC-10) and Recovery Capital Index (RCI) tools to guide participants in developing Individualized Recovery/Care Plans incorporating SMART goals, case/safety plan alignment, and a harm-reduction focus. Additionally, Peer Navigators provide physical and emotional support while

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in court, advocate at hearings, attend family case staffings, provide parenting skills training, transportation support, social connections, and warm handoffs to resources, including but not limited to treatment, employment, childcare, housing, and legal/social services. Family members who are addressing the challenges of having a family member with unhealthy relationships with legal and illicit substances will receive group and individual support as needed.

The Care Coordinator oversees coordination of community resources, such as accessing housing through Palm Beach County's OSCARSS system, linkages to MAT/treatment, childcare, transportation, employment/training, and legal services, and also manages Recovery Support Funds for short-term one-time situational expenses that are participant-driven and support family-centered goals. All linkages to community resources are informed by recovery capital measures and driven by individualized recovery/care plans to strengthen social determinants of health and increase family resilience. Services include targeted, data-informed strategies based on assessed family needs, continuity of care, and informed choices that promote self-empowerment and build on family strengths.

B. Priority/Focus Population: Will be Parents with a substance use disorder who are involved in the child welfare system, criminal justice system, and solution-focused courts

i. **Eligibility Criteria:** Individuals and Families must be residents of Palm Beach County involved in the child welfare system, criminal justice system, and solution-focused courts due to substance use disorder.

ii. **Documentation of Eligibility:** All Individuals will be screened for eligibility. Supporting documentation of eligibility will be retained in each Participant's file.

C. Individuals Served: A minimum of 48 unduplicated Individuals and their Families.

D. Service Delivery:

i. AGENCY shall conduct an Initial Assessment for all referrals from the Child Welfare system, which will be a Peer-led evaluation of needs, including but not limited to Substance Use Disorder (SUD) reduction, housing, medical, employment, IDs, transportation, food, etc. Additionally, each Participant will be asked to complete the BARC-10 recovery capital tool to begin planning an Individualized Recovery or Resiliency Plan.

ii. AGENCY shall determine eligibility and enroll Individuals and their families who want to participate in the program.

iii. AGENCY will work with Participants to collaboratively develop Individualized Recovery/Care Plans, incorporating Motivational Interviewing (MI), Wellness, Recovery, Action Plan (WRAP) strategies, and guide Participants to develop

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Specific, Measurable, Achievable, Relevant, Time-bound (SMART) goals that align with case/safety plan and place a focus on harm-reduction strategies.

iv. AGENCY shall assign a dedicated Peer Navigator who will provide the following supports: 1:1 mentoring, motivational encouragement, role modeling, court/treatment accompaniment, advocacy in hearings/staffings, and attend bi-monthly Family Treatment Court (FTC) meetings.

v. AGENCY shall assign a dedicated Care Coordinator who will provide linkages to MAT/treatment, housing, transportation, childcare, employment/training, legal and social services, etc.

vi. AGENCY shall assess family needs and provide services based on priorities and stated needs that may include supporting flexible peer visits, parental skills training, family-specific training, including understanding family dynamics, as well as relevant training to reduce stigma surrounding substance use disorders and/or co-occurring disorders.

vii. AGENCY shall provide referrals as needed, as well as collaborate with *Support Not Stigma,* which will provide Counseling and Wellness, parenting support, therapy, and workshops that foster family connections, including sharing practical tools, building parenting skills, and promoting healing relationships.

viii. AGENCY shall provide a continuum of supports, including, without limitation, aftercare follow-up, linking families to services, providing education around care for SEN/NAS babies, and referring to organizations such as Healthy Families Florida, Infant Mental Health providers (i.e., Families First, Center for Child Counseling, etc.) and Bridges to Success.

ix. AGENCY shall offer opportunities for Participants to engage in peer support groups, celebrate milestones of recovery, and provide opportunities to build community and connections with other families and Participants in recovery.

x. AGENCY shall comply with state and federal reporting and fiscal requirements.

xi. AGENCY shall comply with Programmatic Requirements.

E. Outcomes:

Outcome 1	Increase the resilience of Families
Indicator (Year 1)	60% of Participants will improve resilience as evidenced by a one (1) point increase on the RCI from baseline to the last recorded RCI within the fiscal year.
Indicator (Years 2)	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.

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Outcome 2	Participants will remain engaged in services.
Indicator (Year 1)	60% of Participants will remain engaged in services for the program duration.
Indicator (Years 2)	70% of Participants will remain engaged in services for the program duration.

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.

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.

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

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

Agency Name: Rebel Recovery Florida, Inc.
Program Name: Palm Beach County Family Preservation Support
Service and Subcategory: Family Support

Service	Unit Costs	Contract Year 1	Contract Year 2	Contract Year 3	Total Contract Amount
Service: Operating Costs Payment of direct program expenses with family support (as described in **Exhibit A**, Scope of Work).	Actual Cost	$333,334	$333,334	$333,334	$1,000,002
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual Cost	$16,666	$16,666	$16,666	$49,998
Total Contract		**$350,000****	**$350,000**	**$350,000**	**$1,050,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses.*
***Unspent funds from Period 1 may be rolled over to Period 2, and unspent Period 2 funds may be rolled over to Period 3 with department approval. In the event of a carryover, the remaining contract funds will be adjusted accordingly to incorporate the carried-over amount.*

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 costs 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 are delivered. The backup documentation must be submitted with the invoice and a signed cover letter that includes but is not limited to the following, - program general ledger, 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)

Will 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.
7. **Surrender of Premises:** Upon expiration or earlier termination of the AGENCY'S license

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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.

8. **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
2026 - 2028 Opioid Settlement Fund (OSF)
ROMA Logic Model
All INFO MUST FIT ON THIS PAGE

Agency Name	Rebel Recovery Florida, Inc.		Program Name	PBC Family Preservation and Recovery Support			
Identified Problem, Need, or Situation	**Service or Activity**	**Outcome**	**Projected Indicator**	**Actual Indicator**	**Measurement Tool**	**Data Procedures**	**Frequency**
Parents and families in PBC with SUD involved with the child welfare system, criminal justice system and solution-focused courts seeking peer-to-peer support services and resources to promote family reunification, achieve wellness, self-sufficiency and sustainability in the community.	48 participants/families will have a RCI intake assessment 48 participants/families will receive recovery support 48 participants/families will receive recovery support funds 40 participants will be complete RCI's every 30 days	Increase the resilience of Families.	(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.		Output Tool: Establish a baseline RCI score; Peer Navigator to follow up with participant to ensure RCI's are completed monthly	Who does it?: Peer Navigator conducts the RCI assessments; the Care Coordinator records the baseline score for data reporting purposes	Data Collection: RCI is done at intake and then every 30 days; Baseline score for each participant will entered on the Master Tracking Sheet
					Outcome Tool: RCI Tool; Incentives for completing monthly RCI's	What is the process?: Peer Navigator conducts the RCI assessments; the Care Coordinator records the baseline score for data reporting purposes	
						Where is the data stored?: In the RCI data platform; Master Tracking sheet is stored on a secure drive at Rebel Recovery.	Data Reporting: Outcome Reports will be generated and submitted to PBC; along with other required or requested report
Parents and families in PBC with SUD involved with the child welfare system, criminal justice system and solution-focused courts seeking peer-to-peer recovery support services and resources to promote family reunification, achieve wellness, self-sufficiency and sustainability in the community.	48 participants/families will have a Recovery/Resilience Plan 40 participants will be linked to community services 40 participants/families will receive peer support Up to 48 participants/families will receive recovery support funds	Participants will remain engaged in services	(Year 1) 60% of participants will remain engaged in services for program duration. This is defined by agency as a minimum of three (3) months. (Year 2 & 3) 70% of participants will remain engaged in services for program duration. This is defined by agency as a minimum of three (3) months.		Output Tool: Recovery plans; Case notes; Receipts for Flex Fund use Referrals to services Discharge notes Intake and discharge date will reflect length of enrollment in program.	Who does it?: Peer Navigator creates recovery plan with the participant in RecoveryLink; Goals are updated with progress notes at each session with participant;	Data Collection: Data is documented at time of service in RecoveryLink; Recovery plan; Peer Navigator to report on service engagement during supervision; Peer Navigator tracks all dependency court and child welfare plans and reunification completions; Care Coordinator to enter on Master Tracking Sheet and monitor the outcomes; Internal data review will be monthly
					Outcome Tool: Recovery Plan and Master Tracking Sheet	What is the process?: Peer Navigator to report on service engagement during supervision; Care Coordinator will enter on Master Tracking Sheet	
						Where is the data stored?: All Recovery plans are collected and stored in RecoveryLink HER and Data shall be entered on CMIS	Data Reporting: Outcome Reports will be generated and submitted to PBC; along with other required or requested report

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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 funding reporting requirements.

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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.**

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.

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

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, if applicable.

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

    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 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

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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.
- 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

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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.

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,

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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 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:

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- 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 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

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(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 - **EXHIBIT L**

- 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.

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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.
- 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
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Rebel Recovery Florida (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)

Georgeanne Darney
(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, 29th day of January, 2026 by _____.

Personally known ☐ OR produced identification ☑.

Type of identification produced Driver license.

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

Notary Public State of Florida
Debra Andrade
My Commission HH 691580
Expires 6/24/2029

(Notary Seal)

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CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT
This Required Certification MUST be Submitted

The undersigned Vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor, Rebel Recovery Florida, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signed by:
1DEFEED9C2EF428...
Signature of Vendor's Authorized Official

Georgeanne Dorney, CFO
Name and Title of Vendor's Authorized Official

3/20/2026
Date

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CERTIFICATION
DEBARMENT AND SUSPENSION

The Vendor certifies that:

a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: Rebel Recovery Florida, Inc.

ADDRESS: 400 North Congress Ave. Suite 130 West Palm Beach, Florida 33401

COMPANY'S AUTHORIZED OFFICIAL:

Georgeanne Dorney, CFO

Name and Title

Signed by:
1DEFEED9C2EF420...

Signature

3/20/2026

Date

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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%

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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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	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%

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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%

Docusign Envelope ID: 59913BCA-0D2C-4C19-96A3-3A9F105C8C8A

	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: 59913BCA-0D2C-4C19-96A3-3A9F105C8C8A

	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: 59913BCA-0D2C-4C19-96A3-3A9F105C8C8A

	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: 59913BCA-0D2C-4C19-96A3-3A9F105C8C8A

	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: 59913BCA-0D2C-4C19-96A3-3A9F105C8C8A

	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%

EXHIBIT L

Docusign Envelope ID: 580E292D-6E4D-406F-B72D-92D9C9E4F41C

26-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
EXPENDITURE BUDGET TRANSFER

BGEX 146 '03102600000000001184

FUND 1491 Opioid Settlement Fund - Regional

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 3/10/2026	REMAINING BALANCE
EXPENDITURES									
820 9900 9902	Operating Reserves	Transfers	79,565	38,806,870	0	5,100,000	33,706,870	0	33,706,870
146 7627 8201	Contrabutions-Non-Govts Agnce	Opioid Settlement Social Determir	697,859	1,320,892	5,100,000		6,420,892	0	6,420,892
			0	0	0	0	0		0
	Total Expenditures		**39,942,903**	**41,106,846**	**5,100,000**	**5,100,000**	**41,106,846**		

SIGNATURES DocuSigned by: Julie Dowe 05AC9C7CC5BC4A4... **DATES** 4/3/2026

Initiating Department/Division

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 5-May-26

Deputy Clerk to the
Board of County Commissioners

Updated by OFMB 10/01/2025

PALM BEACH COUNTY, FLORIDA
YTD DETAILED EXPENDITURES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 0001 General 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
2,026.00																		
Unit	**7621**		**Behavioral Health and Substance Use Response**															
0001	146	7621								1201	2026	1	10/17/2025	JVA	PYMD20251024B0210205	BCC MULTI DISTRIB GROSS EARNINGS		291.36
0001	146	7621								1201	2026	2	10/31/2025	JVA	PYMD20251107C0210205	BCC MULTI DISTRIB GROSS EARNINGS		145.68
0001	146	7621								1201	2026	2	11/14/2025	JVA	PYMD20251121A0210205	BCC MULTI DISTRIB GROSS EARNINGS		242.80
0001	146	7621								1201	2026	3	11/28/2025	JVA	PYMD20251205B0210205	BCC MULTI DISTRIB GROSS EARNINGS		242.80
0001	146	7621								1201	2026	3	12/12/2025	JVA	PYMD20251219A0210205	BCC MULTI DISTRIB GROSS EARNINGS		628.40
0001	146	7621								1201	2026	4	1/9/2026	JVA	PYMD20260116A0210205	BCC MULTI DISTRIB GROSS EARNINGS		97.12
															Total for Object 1201	**Salaries & Wages Regular**		**1,648.16**
0001	146	7621								1203	2026	1	10/3/2025	JVA	PYMD20251010A0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,316.54
0001	146	7621								1203	2026	1	10/17/2025	JVA	PYMD20251024B0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,180.59
0001	146	7621								1203	2026	2	10/31/2025	JVA	PYMD20251107C0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,223.52
0001	146	7621								1203	2026	2	11/14/2025	JVA	PYMD20251121A0210005	BCC MULTI DISTRIB GROSS EARNINGS		658.26
0001	146	7621								1203	2026	3	11/28/2025	JVA	PYMD20251205B0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,466.79
0001	146	7621								1203	2026	3	12/12/2025	JVA	PYMD20251219A0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,631.36
0001	146	7621								1203	2026	4	12/26/2025	JVA	PYMD20260102B0210005	BCC MULTI DISTRIB GROSS EARNINGS		794.22
0001	146	7621								1203	2026	4	1/9/2026	JVA	PYMD20260116A0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,588.44
0001	146	7621								1203	2026	4	1/23/2026	JVA	PYMD20260130B0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,216.37
0001	146	7621								1203	2026	5	2/6/2026	JVA	PYMD20260213A0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,223.53
0001	146	7621								1203	2026	5	2/20/2026	JVA	PYMD20260227B0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,116.21
0001	146	7621								1203	2026	6	3/6/2026	JVA	PYMD20260313A0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,473.94
0001	146	7621								1203	2026	6	3/20/2026	JVA	PYMD20260327B0210005	BCC MULTI DISTRIB GROSS EARNINGS		1,559.81
															Total for Object 1203	**Salaries & Wages Seasonal**		**16,449.58**

Fund: 0001 General 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
0001	146	7621								1501	2026	2	10/31/2025	JVA	PYMD20251107C0210205	BCC MULTI DISTRIB GROSS EARNINGS		2.06
0001	146	7621								1501	2026	3	11/28/2025	JVA	PYMD20251205B0210205	BCC MULTI DISTRIB GROSS EARNINGS		3.44
															Total for Object 1501	**Wages-Special-No Frs Contrib**		**5.50**
0001	146	7621								2101	2026	1	10/3/2025	JVA	PYMD20251010A0210001	BCC MULTI DISTRIB FICA - ER		81.62
0001	146	7621								2101	2026	1	10/17/2025	JVA	PYMD20251024B0210001	BCC MULTI DISTRIB FICA - ER		73.20
0001	146	7621								2101	2026	1	10/17/2025	JVA	PYMD20251024B0210201	BCC MULTI DISTRIB FICA - ER		17.96
0001	146	7621								2101	2026	2	10/31/2025	JVA	PYMD20251107C0210001	BCC MULTI DISTRIB FICA - ER		75.86
0001	146	7621								2101	2026	2	10/31/2025	JVA	PYMD20251107C0210201	BCC MULTI DISTRIB FICA - ER		9.11
0001	146	7621								2101	2026	2	11/14/2025	JVA	PYMD20251121A0210001	BCC MULTI DISTRIB FICA - ER		40.81
0001	146	7621								2101	2026	2	11/14/2025	JVA	PYMD20251121A0210201	BCC MULTI DISTRIB FICA - ER		14.97
0001	146	7621								2101	2026	3	11/28/2025	JVA	PYMD20251205B0210201	BCC MULTI DISTRIB FICA - ER		15.18
0001	146	7621								2101	2026	3	11/28/2025	JVA	PYMD20251205B0210001	BCC MULTI DISTRIB FICA - ER		90.94
0001	146	7621								2101	2026	3	12/12/2025	JVA	PYMD20251219A0210201	BCC MULTI DISTRIB FICA - ER		38.75
0001	146	7621								2101	2026	3	12/12/2025	JVA	PYMD20251219A0210001	BCC MULTI DISTRIB FICA - ER		101.14
0001	146	7621								2101	2026	4	12/26/2025	JVA	PYMD20260102B0210001	BCC MULTI DISTRIB FICA - ER		49.24
0001	146	7621								2101	2026	4	1/9/2026	JVA	PYMD20260116A0210001	BCC MULTI DISTRIB FICA - ER		98.48
0001	146	7621								2101	2026	4	1/9/2026	JVA	PYMD20260116A0210201	BCC MULTI DISTRIB FICA - ER		5.99
0001	146	7621								2101	2026	4	1/23/2026	JVA	PYMD20260130B0210001	BCC MULTI DISTRIB FICA - ER		75.42
0001	146	7621								2101	2026	5	2/6/2026	JVA	PYMD20260213A0210001	BCC MULTI DISTRIB FICA - ER		75.86
0001	146	7621								2101	2026	5	2/20/2026	JVA	PYMD20260227B0210001	BCC MULTI DISTRIB FICA - ER		69.20
0001	146	7621								2101	2026	6	3/6/2026	JVA	PYMD20260313A0210001	BCC MULTI DISTRIB FICA - ER		91.39
0001	146	7621								2101	2026	6	3/20/2026	JVA	PYMD20260327B0210001	BCC MULTI DISTRIB FICA - ER		96.71

PALM BEACH COUNTY, FLORIDA
YTD DETAILED EXPENDITURES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 0001 General 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**		**1,121.83**
0001	146	7621								2105	2026	1	10/3/2025	JVA	PYMD20251010A0210003	BCC MULTI DISTRIB MEDICARE-ER		19.09
0001	146	7621								2105	2026	1	10/17/2025	JVA	PYMD20251024B0210203	BCC MULTI DISTRIB MEDICARE-ER		4.20
0001	146	7621								2105	2026	1	10/17/2025	JVA	PYMD20251024B0210003	BCC MULTI DISTRIB MEDICARE-ER		17.12
0001	146	7621								2105	2026	2	10/31/2025	JVA	PYMD20251107C0210203	BCC MULTI DISTRIB MEDICARE-ER		2.13
0001	146	7621								2105	2026	2	10/31/2025	JVA	PYMD20251107C0210003	BCC MULTI DISTRIB MEDICARE-ER		17.74
0001	146	7621								2105	2026	2	11/14/2025	JVA	PYMD20251121A0210003	BCC MULTI DISTRIB MEDICARE-ER		9.55
0001	146	7621								2105	2026	2	11/14/2025	JVA	PYMD20251121A0210203	BCC MULTI DISTRIB MEDICARE-ER		3.50
0001	146	7621								2105	2026	3	11/28/2025	JVA	PYMD20251205B0210203	BCC MULTI DISTRIB MEDICARE-ER		3.55
0001	146	7621								2105	2026	3	11/28/2025	JVA	PYMD20251205B0210003	BCC MULTI DISTRIB MEDICARE-ER		21.27
0001	146	7621								2105	2026	3	12/12/2025	JVA	PYMD20251219A0210203	BCC MULTI DISTRIB MEDICARE-ER		9.06
0001	146	7621								2105	2026	3	12/12/2025	JVA	PYMD20251219A0210003	BCC MULTI DISTRIB MEDICARE-ER		23.65
0001	146	7621								2105	2026	4	12/26/2025	JVA	PYMD20260102B0210003	BCC MULTI DISTRIB MEDICARE-ER		11.52
0001	146	7621								2105	2026	4	1/9/2026	JVA	PYMD20260116A0210003	BCC MULTI DISTRIB MEDICARE-ER		23.03
0001	146	7621								2105	2026	4	1/9/2026	JVA	PYMD20260116A0210203	BCC MULTI DISTRIB MEDICARE-ER		1.40
0001	146	7621								2105	2026	4	1/23/2026	JVA	PYMD20260130B0210003	BCC MULTI DISTRIB MEDICARE-ER		17.64
0001	146	7621								2105	2026	5	2/6/2026	JVA	PYMD20260213A0210003	BCC MULTI DISTRIB MEDICARE-ER		17.74
0001	146	7621								2105	2026	5	2/20/2026	JVA	PYMD20260227B0210003	BCC MULTI DISTRIB MEDICARE-ER		16.18
0001	146	7621								2105	2026	6	3/6/2026	JVA	PYMD20260313A0210003	BCC MULTI DISTRIB MEDICARE-ER		21.37
0001	146	7621								2105	2026	6	3/20/2026	JVA	PYMD20260327B0210003	BCC MULTI DISTRIB MEDICARE-ER		22.62
															Total for Object 2105	**Fica Medicare**		**262.36**
0001	146	7621								2201	2026	1	10/3/2025	JVA	PYMD20251010A0210007	BCC MULTI DISTRIB FRS CONT 12		184.71

Fund: 0001 General 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
0001	146	7621								2201	2026	1	10/17/2025	JVA	PYMD20251024B0210007	BCC MULTI DISTRIB FRS CONT 12		165.64
0001	146	7621								2201	2026	1	10/17/2025	JVA	PYMD20251024B0210207	BCC MULTI DISTRIB FRS CONT 12		40.88
0001	146	7621								2201	2026	2	10/31/2025	JVA	PYMD20251107C0210007	BCC MULTI DISTRIB FRS CONT 12		171.66
0001	146	7621								2201	2026	2	10/31/2025	JVA	PYMD20251107C0210207	BCC MULTI DISTRIB FRS CONT 12		20.44
0001	146	7621								2201	2026	2	11/14/2025	JVA	PYMD20251121A0210207	BCC MULTI DISTRIB FRS CONT 12		34.07
0001	146	7621								2201	2026	2	11/14/2025	JVA	PYMD20251121A0210007	BCC MULTI DISTRIB FRS CONT 12		92.35
0001	146	7621								2201	2026	3	11/28/2025	JVA	PYMD20251205B0210007	BCC MULTI DISTRIB FRS CONT 12		205.79
0001	146	7621								2201	2026	3	11/28/2025	JVA	PYMD20251205B0210207	BCC MULTI DISTRIB FRS CONT 12		34.07
0001	146	7621								2201	2026	3	12/12/2025	JVA	PYMD20251219A0210207	BCC MULTI DISTRIB FRS CONT 12		88.17
0001	146	7621								2201	2026	3	12/12/2025	JVA	PYMD20251219A0210007	BCC MULTI DISTRIB FRS CONT 12		228.88
0001	146	7621								2201	2026	4	12/26/2025	JVA	PYMD20260102B0210007	BCC MULTI DISTRIB FRS CONT 12		111.43
0001	146	7621								2201	2026	4	1/9/2026	JVA	PYMD20260116A0210207	BCC MULTI DISTRIB FRS CONT 12		13.63
0001	146	7621								2201	2026	4	1/9/2026	JVA	PYMD20260116A0210007	BCC MULTI DISTRIB FRS CONT 12		222.86
0001	146	7621								2201	2026	4	1/23/2026	JVA	PYMD20260130B0210007	BCC MULTI DISTRIB FRS CONT 12		170.66
0001	146	7621								2201	2026	5	2/6/2026	JVA	PYMD20260213A0210007	BCC MULTI DISTRIB FRS CONT 12		171.66
0001	146	7621								2201	2026	5	2/20/2026	JVA	PYMD20260227B0210007	BCC MULTI DISTRIB FRS CONT 12		156.60
0001	146	7621								2201	2026	6	3/6/2026	JVA	PYMD20260313A0210007	BCC MULTI DISTRIB FRS CONT 12		206.79
0001	146	7621								2201	2026	6	3/20/2026	JVA	PYMD20260327B0210007	BCC MULTI DISTRIB FRS CONT 12		218.84
															Total for Object 2201	**Retirement Contributions-Frs**		**2,539.13**
0001	146	7621								2301	2026	1	10/17/2025	JVA	PYMD20251024B0210209	BCC MULTI DISTRIB HMO -ER		33.06
0001	146	7621								2301	2026	1	10/17/2025	JVA	PYMD20251024B0210211	BCC MULTI DISTRIB LIFE - ER		0.17
0001	146	7621								2301	2026	1	10/17/2025	JVA	PYMD20251024B0210213	BCC MULTI DISTRIB BASIC LTD ER		0.16

PALM BEACH COUNTY, FLORIDA
YTD DETAILED EXPENDITURES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 0001 General Fund
Dept: 146 Behavioral Health Programs

Fund	Dept	Unit	Sub Unit	Program Code	Program Task Period	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
0001	146	7621							2301	2026	2	10/31/2025	JVA	PYMD20251107C0210211	BCC MULTI DISTRIB LIFE - ER		0.08
0001	146	7621							2301	2026	2	10/31/2025	JVA	PYMD20251107C0210213	BCC MULTI DISTRIB BASIC LTD ER		0.08
0001	146	7621							2301	2026	2	10/31/2025	JVA	PYMD20251107C0210209	BCC MULTI DISTRIB HMO -ER		16.53
0001	146	7621							2301	2026	2	11/14/2025	JVA	PYMD20251121A0210211	BCC MULTI DISTRIB LIFE - ER		0.14
0001	146	7621							2301	2026	2	11/14/2025	JVA	PYMD20251121A0210209	BCC MULTI DISTRIB HMO -ER		27.55
0001	146	7621							2301	2026	2	11/14/2025	JVA	PYMD20251121A0210213	BCC MULTI DISTRIB BASIC LTD ER		0.13
0001	146	7621							2301	2026	3	11/28/2025	JVA	PYMD20251205B0210209	BCC MULTI DISTRIB HMO -ER		27.55
0001	146	7621							2301	2026	3	11/28/2025	JVA	PYMD20251205B0210213	BCC MULTI DISTRIB BASIC LTD ER		0.13
0001	146	7621							2301	2026	3	11/28/2025	JVA	PYMD20251205B0210211	BCC MULTI DISTRIB LIFE - ER		0.14
0001	146	7621							2301	2026	3	12/12/2025	JVA	PYMD20251219A0210211	BCC MULTI DISTRIB LIFE - ER		0.36
0001	146	7621							2301	2026	3	12/12/2025	JVA	PYMD20251219A0210209	BCC MULTI DISTRIB HMO -ER		71.30
0001	146	7621							2301	2026	3	12/12/2025	JVA	PYMD20251219A0210213	BCC MULTI DISTRIB BASIC LTD ER		0.35
0001	146	7621							2301	2026	4	1/9/2026	JVA	PYMD20260116A0210211	BCC MULTI DISTRIB LIFE - ER		0.06
0001	146	7621							2301	2026	4	1/9/2026	JVA	PYMD20260116A0210213	BCC MULTI DISTRIB BASIC LTD ER		0.06
0001	146	7621							2301	2026	4	1/9/2026	JVA	PYMD20260116A0210209	BCC MULTI DISTRIB HMO -ER		11.58
														Total for Object 2301	**Insurance-Life & Health**		**189.43**
0001	146	7621							3401	2026	1	10/14/2025	PRM	PRM10142500000001813	Commonly Well PBC RCI Jun'25-Sep'25	Commonly Well, PBC	3,078.16
0001	146	7621							3401	2026	1	10/14/2025	PRM	PRM10142500000001813	Commonly Well PBC RCI	Commonly Well, PBC	-2,880.00
0001	146	7621							3401	2026	1	10/14/2025	PRM	PRM10142500000001813	Commonly Well PBC RCI	Commonly Well, PBC	2,880.00
0001	146	7621							3401	2026	1	10/14/2025	PRM	PRM10142500000001813		Commonly Well, PBC	2,880.00
0001	146	7621							3401	2026	1	10/14/2025	PRM	PRM10142500000001813	Commonly Well PBC RCI DATA AND ENGAGEMENT FY26	Commonly Well, PBC	7,000.00
0001	146	7621							3401	2026	1	10/14/2025	PRM	PRM10142500000001813	Commonly Well PBC RCI Jul'25-Sep'25	Commonly Well, PBC	7,481.65
0001	146	7621							3401	2026	1	10/14/2025	PRM	PRM10142500000001813	Commonly Well PBC RCI Jun'25-Sep'25	Commonly Well, PBC	-8,229.81

PALM BEACH COUNTY, FLORIDA
YTD DETAILED EXPENDITURES FOR FISCAL YEAR
BY FUND, DEPARTMENT AND UNIT

Fund: 0001 General 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
0001	146	7621								3401	2026	1	10/16/2025	GAX	SMAI2025101600609091	R2025-0144,Street Outreach and Engagement Program,08/2025	THE LORDS PLACE, INC	45,936.85
0001	146	7621								3401	2026	1	10/16/2025	GAX	SMAI2025101600609341	R2023-1068,Process and Outcomes Evaluations Research Initiative,07/2025	Florida Atlantic University	39,800.43
0001	146	7621								3401	2026	1	10/30/2025	GAX	SMAI2025103000609382	R2023-0867,BeWell,07/2025	Palm Healthcare Foundation, Inc.	40,811.00
0001	146	7621								3401	2026	1	11/5/2025	JVA	11052500000000000434	Accrue FY25 R2023-1068 Process and Outcomes Evaluations Research		-39,800.43
0001	146	7621								3401	2026	1	11/5/2025	JVA	11052500000000000434	Accrue FY25 R2025-0144 Street Outreach and Engagement Program		-45,936.85
0001	146	7621								3401	2026	2	11/5/2025	GAX	SMAI2025110500609379	R2024-1191,Recovery Supports,08/2025	Palm Beach County Substance Abuse Coalition	226,637.14
0001	146	7621								3401	2026	1	11/5/2025	JVA	11052500000000000434	Accrue FY25 R20203-0867 BeWell		-40,811.00
0001	146	7621								3401	2026	2	11/7/2025	JVA	11072500000000000502	To Accrue FY25 R2024-1191 Recovery Supports		-226,637.14
0001	146	7621								3401	2026	2	11/12/2025	PRM	PRM11122500000004616	Commonly Well PBC RCI Jun'25-Sep'25	Commonly Well, PBC	3,078.17
0001	146	7621								3401	2026	2	11/12/2025	PRM	PRM11122500000004616	Commonly Well PBC RCI DATA AND ENGAGEMENT FY26	Commonly Well, PBC	7,000.00
0001	146	7621								3401	2026	2	11/12/2025	PRM	PRM11122500000004616		Commonly Well, PBC	2,880.00
0001	146	7621								3401	2026	2	11/12/2025	PRM	PRM11122500000004616	Commonly Well PBC RCI	Commonly Well, PBC	2,880.00
0001	146	7621								3401	2026	2	11/12/2025	PRM	PRM11122500000004616	Commonly Well PBC RCI Jul'25-Sep'25	Commonly Well, PBC	7,481.65
0001	146	7621								3401	2026	2	11/12/2025	PRM	PRM11122500000004616	Commonly Well PBC RCI	Commonly Well, PBC	-2,880.00
0001	146	7621								3401	2026	2	11/12/2025	PRM	PRM11122500000004616	Commonly Well PBC RCI Jun'25-Sep'25	Commonly Well, PBC	-8,229.82
0001	146	7621								3401	2026	2	11/14/2025	GAX	SMAI2025111400609389	R2025-0144,Street Outreach and Engagement Program,09/2025	THE LORDS PLACE, INC	43,821.54
0001	146	7621								3401	2026	3	12/5/2025	PRM	PRM12052500000007193	Commonly Well PBC RCI Jul'25-Sep'25	Commonly Well, PBC	7,481.65
0001	146	7621								3401	2026	3	12/5/2025	PRM	PRM12052500000007193		Commonly Well, PBC	2,880.00
0001	146	7621								3401	2026	3	12/5/2025	PRM	PRM12052500000007193	Commonly Well PBC RCI Jun'25-Sep'25	Commonly Well, PBC	-8,229.82
0001	146	7621								3401	2026	3	12/5/2025	PRM	PRM12052500000007193	Commonly Well PBC RCI Jun'25-Sep'25	Commonly Well, PBC	3,078.17
0001	146	7621								3401	2026	3	12/5/2025	PRM	PRM12052500000007193	Commonly Well PBC RCI	Commonly Well, PBC	-2,880.00
0001	146	7621								3401	2026	3	12/5/2025	PRM	PRM12052500000007193	Commonly Well PBC RCI	Commonly Well, PBC	2,880.00

Fund: 0001 General 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
0001	146	7621								3401	2026	3	12/5/2025	PRM	PRM120525000000007193	Commonly Well PBC RCI DATA AND ENGAGEMENT FY26	Commonly Well, PBC	7,000.00
0001	146	7621								3401	2026	4	1/13/2026	PRM	PRM01132600000010889	Commonly Well PBC RCI Jun'25-Sep'25	Commonly Well, PBC	3,078.16
0001	146	7621								3401	2026	4	1/13/2026	PRM	PRM01132600000010889	Commonly Well PBC RCI Jul'25-Sep'25	Commonly Well, PBC	7,481.65
0001	146	7621								3401	2026	4	1/13/2026	PRM	PRM01132600000010889	Commonly Well PBC RCI	Commonly Well, PBC	2,880.00
0001	146	7621								3401	2026	4	1/13/2026	PRM	PRM01132600000010889	Commonly Well PBC RCI	Commonly Well, PBC	-2,880.00
0001	146	7621								3401	2026	4	1/13/2026	GAX	SMAI2026011300610046	R2025-1274,Recovery Capital Index (RCI),10/2025	Florida Association of Recovery Residences, Inc	16,988.73
0001	146	7621								3401	2026	4	1/13/2026	PRM	PRM01132600000010889	Commonly Well PBC RCI Jun'25-Sep'25	Commonly Well, PBC	-8,229.81
0001	146	7621								3401	2026	4	1/13/2026	PRM	PRM01132600000010889		Commonly Well, PBC	2,880.00
0001	146	7621								3401	2026	4	1/13/2026	PRM	PRM01132600000010889	Commonly Well PBC RCI DATA AND ENGAGEMENT FY26	Commonly Well, PBC	7,000.00
0001	146	7621								3401	2026	4	1/22/2026	JVA	01222600000000001084	Rcls. Commonly Well Invoice A799ABAD-0016		-12,210.00
0001	146	7621								3401	2026	4	1/22/2026	JVA	01222600000000001084	Rcls. Commonly Well Invoice A799ABAD-0014		-12,210.00
0001	146	7621								3401	2026	4	1/22/2026	JVA	01222600000000001084	Rcls. Commonly Well Invoice A799ABAD-0017		-12,210.00
0001	146	7621								3401	2026	4	1/22/2026	JVA	01222600000000001084	Rcls. Commonly Well Invoice A799ABAD-0018		-12,210.00
0001	146	7621								3401	2026	6	3/5/2026	GAX	SMAI2026030500610255	R2025-1275,Recovery Supports,10/2025	Palm Beach County Substance Abuse Coalition	140,147.15
															Total for Object 3401	**Other Contractual Services ***		**200,957.42**
															Unit 7621	**Behavioral Health and Substance Use Response**		**223,173.41**
Unit	**7623**		**Opioid Settlement Administration**															
1490	146	7623								1201	2026	1	10/3/2025	JVA	PYMD20251010A0210005	BCC MULTI DISTRIB GROSS EARNINGS		2,783.60
1490	146	7623								1201	2026	1	10/3/2025	JVA	MDRE20251010A0210005	BCC MULTI DISTRIB GROSS EARNINGS		-1,948.52
1490	146	7623								1201	2026	1	10/17/2025	JVA	PYMD20251024B0210005	BCC MULTI DISTRIB GROSS EARNINGS		2,783.60
1490	146	7623								1201	2026	2	10/31/2025	JVA	PYMD20251107C0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,254.30
1490	146	7623								1201	2026	2	11/14/2025	JVA	PYMD20251121A0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,194.52

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								1201	2026	3	11/28/2025	JVA	PYMD20251205B0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,194.52
1490	146	7623								1201	2026	3	12/12/2025	JVA	PYMD20251219A0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,194.52
1490	146	7623								1201	2026	4	12/26/2025	JVA	PYMD20260102B0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,193.10
1490	146	7623								1201	2026	4	1/9/2026	JVA	PYMD20260116A0210005	BCC MULTI DISTRIB GROSS EARNINGS		2,782.18
1490	146	7623								1201	2026	4	1/23/2026	JVA	PYMD20260130B0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,252.88
1490	146	7623								1201	2026	5	2/6/2026	JVA	PYMD20260213A0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,202.30
1490	146	7623								1201	2026	5	2/20/2026	JVA	PYMD20260227B0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,202.30
1490	146	7623								1201	2026	6	3/6/2026	JVA	PYMD20260313A0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,202.30
1490	146	7623								1201	2026	6	3/20/2026	JVA	PYMD20260327B0210005	BCC MULTI DISTRIB GROSS EARNINGS		3,309.90
															Total for Object 1201	**Salaries & Wages Regular**		**38,601.50**
1490	146	7623								2101	2026	1	10/3/2025	JVA	PYMD20251010A0210001	BCC MULTI DISTRIB FICA - ER		167.46
1490	146	7623								2101	2026	1	10/3/2025	JVA	MDRE20251010A0210001	BCC MULTI DISTRIB FICA - ER		-120.81
1490	146	7623								2101	2026	1	10/17/2025	JVA	PYMD20251024B0210001	BCC MULTI DISTRIB FICA - ER		167.45
1490	146	7623								2101	2026	2	10/31/2025	JVA	PYMD20251107C0210001	BCC MULTI DISTRIB FICA - ER		193.29
1490	146	7623								2101	2026	2	11/14/2025	JVA	PYMD20251121A0210001	BCC MULTI DISTRIB FICA - ER		189.97
1490	146	7623								2101	2026	3	11/28/2025	JVA	PYMD20251205B0210001	BCC MULTI DISTRIB FICA - ER		189.96
1490	146	7623								2101	2026	3	12/12/2025	JVA	PYMD20251219A0210001	BCC MULTI DISTRIB FICA - ER		189.97
1490	146	7623								2101	2026	4	12/26/2025	JVA	PYMD20260102B0210001	BCC MULTI DISTRIB FICA - ER		193.78
1490	146	7623								2101	2026	4	1/9/2026	JVA	PYMD20260116A0210001	BCC MULTI DISTRIB FICA - ER		169.99
1490	146	7623								2101	2026	4	1/23/2026	JVA	PYMD20260130B0210001	BCC MULTI DISTRIB FICA - ER		201.70
1490	146	7623								2101	2026	5	2/6/2026	JVA	PYMD20260213A0210001	BCC MULTI DISTRIB FICA - ER		196.47
1490	146	7623								2101	2026	5	2/20/2026	JVA	PYMD20260227B0210001	BCC MULTI DISTRIB FICA - ER		196.45

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								2101	2026	6	3/6/2026	JVA	PYMD20260313A0210001	BCC MULTI DISTRIB FICA - ER		196.45
1490	146	7623								2101	2026	6	3/20/2026	JVA	PYMD20260327B0210001	BCC MULTI DISTRIB FICA - ER		203.02
															Total for Object 2101	**Fica-Taxes**		**2,335.15**
1490	146	7623								2105	2026	1	10/3/2025	JVA	PYMD20251010A0210003	BCC MULTI DISTRIB MEDICARE-ER		39.16
1490	146	7623								2105	2026	1	10/3/2025	JVA	MDRE20251010A0210003	BCC MULTI DISTRIB MEDICARE-ER		-28.25
1490	146	7623								2105	2026	1	10/17/2025	JVA	PYMD20251024B0210003	BCC MULTI DISTRIB MEDICARE-ER		39.16
1490	146	7623								2105	2026	2	10/31/2025	JVA	PYMD20251107C0210003	BCC MULTI DISTRIB MEDICARE-ER		45.23
1490	146	7623								2105	2026	2	11/14/2025	JVA	PYMD20251121A0210003	BCC MULTI DISTRIB MEDICARE-ER		44.46
1490	146	7623								2105	2026	3	11/28/2025	JVA	PYMD20251205B0210003	BCC MULTI DISTRIB MEDICARE-ER		44.45
1490	146	7623								2105	2026	3	12/12/2025	JVA	PYMD20251219A0210003	BCC MULTI DISTRIB MEDICARE-ER		44.47
1490	146	7623								2105	2026	4	12/26/2025	JVA	PYMD20260102B0210003	BCC MULTI DISTRIB MEDICARE-ER		45.33
1490	146	7623								2105	2026	4	1/9/2026	JVA	PYMD20260116A0210003	BCC MULTI DISTRIB MEDICARE-ER		39.76
1490	146	7623								2105	2026	4	1/23/2026	JVA	PYMD20260130B0210003	BCC MULTI DISTRIB MEDICARE-ER		47.14
1490	146	7623								2105	2026	5	2/6/2026	JVA	PYMD20260213A0210003	BCC MULTI DISTRIB MEDICARE-ER		45.97
1490	146	7623								2105	2026	5	2/20/2026	JVA	PYMD20260227B0210003	BCC MULTI DISTRIB MEDICARE-ER		45.97
1490	146	7623								2105	2026	6	3/6/2026	JVA	PYMD20260313A0210003	BCC MULTI DISTRIB MEDICARE-ER		45.97
1490	146	7623								2105	2026	6	3/20/2026	JVA	PYMD20260327B0210003	BCC MULTI DISTRIB MEDICARE-ER		47.45
															Total for Object 2105	**Fica Medicare**		**546.27**
1490	146	7623								2201	2026	1	10/3/2025	JVA	MDRE20251010A0210007	BCC MULTI DISTRIB FRS CONT 12		-273.38
1490	146	7623								2201	2026	1	10/3/2025	JVA	PYMD20251010A0210007	BCC MULTI DISTRIB FRS CONT 12		385.14
1490	146	7623								2201	2026	1	10/17/2025	JVA	PYMD20251024B0210007	BCC MULTI DISTRIB FRS CONT 12		385.14
1490	146	7623								2201	2026	2	10/31/2025	JVA	PYMD20251107C0210007	BCC MULTI DISTRIB FRS CONT 12		451.17

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								2201	2026	2	11/14/2025	JVA	PYMD20251121A0210007	BCC MULTI DISTRIB FRS CONT 12		442.83
1490	146	7623								2201	2026	3	11/28/2025	JVA	PYMD20251205B0210007	BCC MULTI DISTRIB FRS CONT 12		442.83
1490	146	7623								2201	2026	3	12/12/2025	JVA	PYMD20251219A0210007	BCC MULTI DISTRIB FRS CONT 12		442.83
1490	146	7623								2201	2026	4	12/26/2025	JVA	PYMD20260102B0210007	BCC MULTI DISTRIB FRS CONT 12		442.83
1490	146	7623								2201	2026	4	1/9/2026	JVA	PYMD20260116A0210007	BCC MULTI DISTRIB FRS CONT 12		385.14
1490	146	7623								2201	2026	4	1/23/2026	JVA	PYMD20260130B0210007	BCC MULTI DISTRIB FRS CONT 12		451.17
1490	146	7623								2201	2026	5	2/6/2026	JVA	PYMD20260213A0210007	BCC MULTI DISTRIB FRS CONT 12		442.83
1490	146	7623								2201	2026	5	2/20/2026	JVA	PYMD20260227B0210007	BCC MULTI DISTRIB FRS CONT 12		442.83
1490	146	7623								2201	2026	6	3/6/2026	JVA	PYMD20260313A0210007	BCC MULTI DISTRIB FRS CONT 12		442.83
1490	146	7623								2201	2026	6	3/20/2026	JVA	PYMD20260327B0210007	BCC MULTI DISTRIB FRS CONT 12		457.70
															Total for Object 2201	**Retirement Contributions-Frs**		**5,341.89**
1490	146	7623								2301	2026	1	10/3/2025	JVA	PYMD20251010A0210013	BCC MULTI DISTRIB LIFE - ER		2.42
1490	146	7623								2301	2026	1	10/3/2025	JVA	PYMD20251010A0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		78.62
1490	146	7623								2301	2026	1	10/3/2025	JVA	PYMD20251010A0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.20
1490	146	7623								2301	2026	1	10/3/2025	JVA	MDRE20251010A0210005	BCC MULTI DISTRIB GROSS EARNINGS		-0.14
1490	146	7623								2301	2026	1	10/3/2025	JVA	MDRE20251010A0210015	BCC MULTI DISTRIB MED OAPIN-ER N TAX		-55.03
1490	146	7623								2301	2026	1	10/3/2025	JVA	MDRE20251010A0210011	BCC MULTI DISTRIB LIFE - ER		-1.70
1490	146	7623								2301	2026	1	10/17/2025	JVA	PYMD20251024B0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.20
1490	146	7623								2301	2026	1	10/17/2025	JVA	PYMD20251024B0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		78.62
1490	146	7623								2301	2026	1	10/17/2025	JVA	PYMD20251024B0210013	BCC MULTI DISTRIB LIFE - ER		2.42
1490	146	7623								2301	2026	2	10/31/2025	JVA	PYMD20251107C0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		228.70
1490	146	7623								2301	2026	2	10/31/2025	JVA	PYMD20251107C0210013	BCC MULTI DISTRIB LIFE - ER		2.81

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	2026	2	10/31/2025	JVA	PYMD20251107C0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.61
1490	146	7623								2301	2026	2	11/14/2025	JVA	PYMD20251121A0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.56
1490	146	7623								2301	2026	2	11/14/2025	JVA	PYMD20251121A0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		209.64
1490	146	7623								2301	2026	2	11/14/2025	JVA	PYMD20251121A0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2026	3	11/28/2025	JVA	PYMD20251205B0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		209.64
1490	146	7623								2301	2026	3	11/28/2025	JVA	PYMD20251205B0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.56
1490	146	7623								2301	2026	3	11/28/2025	JVA	PYMD20251205B0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2026	3	12/12/2025	JVA	PYMD20251219A0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.56
1490	146	7623								2301	2026	3	12/12/2025	JVA	PYMD20251219A0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2026	3	12/12/2025	JVA	PYMD20251219A0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		209.64
1490	146	7623								2301	2026	4	12/26/2025	JVA	PYMD20260102B0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.54
1490	146	7623								2301	2026	4	12/26/2025	JVA	PYMD20260102B0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		220.10
1490	146	7623								2301	2026	4	12/26/2025	JVA	PYMD20260102B0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2026	4	1/9/2026	JVA	PYMD20260116A0210005	BCC MULTI DISTRIB GROSS EARNINGS		0.22
1490	146	7623								2301	2026	4	1/9/2026	JVA	PYMD20260116A0210017	BCC MULTI DISTRIB MED OAPIN-ER N TAX		82.55
1490	146	7623								2301	2026	4	1/9/2026	JVA	PYMD20260116A0210013	BCC MULTI DISTRIB LIFE - ER		2.42
1490	146	7623								2301	2026	5	2/6/2026	JVA	PYMD20260213A0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2026	5	2/20/2026	JVA	PYMD20260227B0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2026	6	3/6/2026	JVA	PYMD20260313A0210013	BCC MULTI DISTRIB LIFE - ER		2.74
1490	146	7623								2301	2026	6	3/20/2026	JVA	PYMD20260327B0210013	BCC MULTI DISTRIB LIFE - ER		2.88
															Total for Object 2301	**Insurance-Life & Health**		**1,296.22**
1490	146	7623								3401	2026	4	1/22/2026	JVA	01222600000000001084	Rcls. Commonly Well Invoice A799ABAD-0014		12,210.00

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								3401	2026	4	1/22/2026	JVA	01222600000000001084	Rcls. Commonly Well Invoice A799ABAD-0017		12,210.00
1490	146	7623								3401	2026	4	1/22/2026	JVA	01222600000000001084	Rcls. Commonly Well Invoice A799ABAD-0018		12,210.00
1490	146	7623								3401	2026	4	1/22/2026	JVA	01222600000000001084	Rcls. Commonly Well Invoice A799ABAD-0016		12,210.00
1490	146	7623								3401	2026	5	2/10/2026	PRC	02102600000000000401	FY25/26 PROJECT COORDINATION, AGENCY TRAINING, AND COMMUNITY	Commonly Well, PBC	2,880.00
1490	146	7623								3401	2026	5	2/10/2026	PRC	02102600000000000401	FY25/26 DATA ANALYSIS AND REPORTING	Commonly Well, PBC	2,330.00
1490	146	7623								3401	2026	5	2/10/2026	PRC	02102600000000000401	FY25/26 DATA AND ENGAGEMENT	Commonly Well, PBC	7,000.00
															Total for Object 3401	**Other Contractual Services ***		**61,050.00**
1490	146	7623								4001	2026	6	3/9/2026	GAX	CARD2026030900000121	Reid-Enoise Joanna Austin TX 02/25/26-02/27/26	Wells Fargo Bank, N.A.	461.39
															Total for Object 4001	**Travel And Per Diem**		**461.39**
1490	146	7623								4007	2026	2	11/4/2025	GAX	MILE1104202500000082	OCTOBER 2025 MILEAGE 10/08/2025-10/29/2025	JILL SINGER	80.50
1490	146	7623								4007	2026	5	2/10/2026	GAX	MILE0210202600000072	JANUARY 2026 MILEAGE 01/14/2026-01/30/2026	JILL SINGER	112.67
1490	146	7623								4007	2026	6	3/2/2026	GAX	MILE0302202600000046	FEBRUARY 2026 MILEAGE 02/11/2026-02/23/2026	JILL SINGER	33.35
															Total for Object 4007	**Travel-Mileage**		**226.52**
1490	146	7623								4941	2026	6	3/9/2026	GAX	CARD2026030900000120	Reid-Enoise Joanna Austin TX 02/25/26-02/27/26	Wells Fargo Bank, N.A.	1,195.00
															Total for Object 4941	**Registration Fees**		**1,195.00**
1490	146	7623								5111	2026	1	10/28/2025	PRM	PRM10282500000003031		BERWIN, INC.	55.00
1490	146	7623								5111	2026	1	10/28/2025	PRM	PRM10282500000003031		BERWIN, INC.	591.54
															Total for Object 5111	**Office Furniture And Equipment**		**646.54**
1490	146	7623								5121	2026	4	1/7/2026	GAX	GCES0106260000000083	Amend 3/3/26; SAMIS Annual Dues; 10/01/25-09/30/26	Florida Children's Services Council	3,272.75
1490	146	7623								5121	2026	4	1/15/2026	PRM	PRM01152600000011321		Webauthor.com, LLC	533.33

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								5121	2026	5	2/11/2026	PRM	PRM02112600000014452		Webauthor.com, LLC	533.35
1490	146	7623								5121	2026	6	3/13/2026	PRM	PRM03132600000018523		Webauthor.com, LLC	533.35
															Total for Object 5121	**Data Processng Sftwre/Accessres**		**4,872.78**
															Unit 7623	**Opioid Settlement Administration**		**116,573.26**
Unit	**7624**		**Opioid Settlement Social Determinents of Health**															
1490	146	7624								8201	2026	1	10/10/2025	GAX	SMAI2025101000609276	R2025-0330,Rebel Recovery PBC Family Drug Court GY25,09/2025	Rebel Recovery Florida Inc	5,595.70
1490	146	7624								8201	2026	2	11/5/2025	GAX	SMAI2025110500609563	R2025-1159,Syringe Services Program - FLASH,07/2025	Rebel Recovery Florida Inc	80,229.33
1490	146	7624								8201	2026	1	11/6/2025	JVA	11062500000000000459	Accrue FY25 Rebel Recovery Payment		-5,595.70
1490	146	7624								8201	2026	2	11/10/2025	JVA	11082500000000000521	To Accrue FY25 R2025-1159 Syringe Services Program - FLASH		-80,229.33
1490	146	7624								8201	2026	4	1/28/2026	GAX	SMAI2026012800610213	R2025-1740,Mobile Unit,12/2025	Rebel Recovery Florida Inc	136,862.50
1490	146	7624								8201	2026	5	2/10/2026	GAX	SMAI2026021000610041	R2025-1277,PBC Community Housing and Recovery Supports CHARS,08/2025	Rebel Recovery Florida Inc	44,172.35
1490	146	7624								8201	2026	5	2/25/2026	GAX	SMAI2026022500610106	R2025-1278,Pathways to Stability,10/2025	THE LORDS PLACE, INC	79,294.88
1490	146	7624								8201	2026	5	2/26/2026	GAX	SMAI2026022400610309	R2025-1280,NAMI Family Program,08/2025	NAMI Palm Beach County, Inc	13,098.14
1490	146	7624								8201	2026	5	2/26/2026	GAX	SMAI2026022400610238	R2025-1460,CONNeCT,09/2025	Southeast Florida Behavioral Health Network, Inc.	341,794.00
1490	146	7624								8201	2026	6	3/3/2026	GAX	SMAI2026030300610454	R2025-1277,PBC Community Housing and Recovery Supports CHARS,01/2026	Rebel Recovery Florida Inc	17,906.46
1490	146	7624								8201	2026	6	3/3/2026	GAX	SMAI2026030300610470	R2025-1278,Pathways to Stability,01/2026	THE LORDS PLACE, INC	28,939.76
1490	146	7624								8201	2026	6	3/18/2026	GAX	GCKH0318260000000082	R2025-1279 Safe Disposal Initiative Oct - Nov 2025	Palm Beach County Substance Abuse Coalition	11,481.89
1490	146	7624								8201	2026	6	3/23/2026	GAX	SMAI2026032300610584	R2025-1278,Pathways to Stability,02/2026	THE LORDS PLACE, INC	35,556.25
1490	146	7624								8201	2026	6	3/27/2026	GAX	SMAI2026032700609943	R2025-0330,Rebel Recovery PBC Family Drug Court FY26,10/2025	Rebel Recovery Florida Inc	8,029.77
1490	146	7624								8201	2026	7	4/1/2026	GAX	SMAI2026040100610257	R2025-1159,Syringe Services Program - FLASH,10/2025	Rebel Recovery Florida Inc	49,035.35

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
1490	146	7624								8201	2026	7	4/1/2026	GAX	SMAI2026040100610676	R2025-1277,PBC Community Housing and Recovery Supports CHARS,02/2026	Rebel Recovery Florida Inc	44,636.24
															Total for Object 8201	**Contributions-Non-Govts Agnces**		**810,807.59**
															Unit 7624	**Opioid Settlement Social Determinents of Health**		**810,807.59**

{JRNL_ACTG.UNIT_CD} in ["7621", "7622", "7623", "7624", "7625", "7626", "7627", "7628", "7629"] 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} <= 13 and
{JRNL_ACTG.BFY} = 2026.00 and
{JRNL_ACTG.FUND_CD} in ["0001", "1490", "1491"] and
{JRNL_ACTG.DEPT_CD} = "146"

Report Grand Total **1,150,554.26**

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

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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.

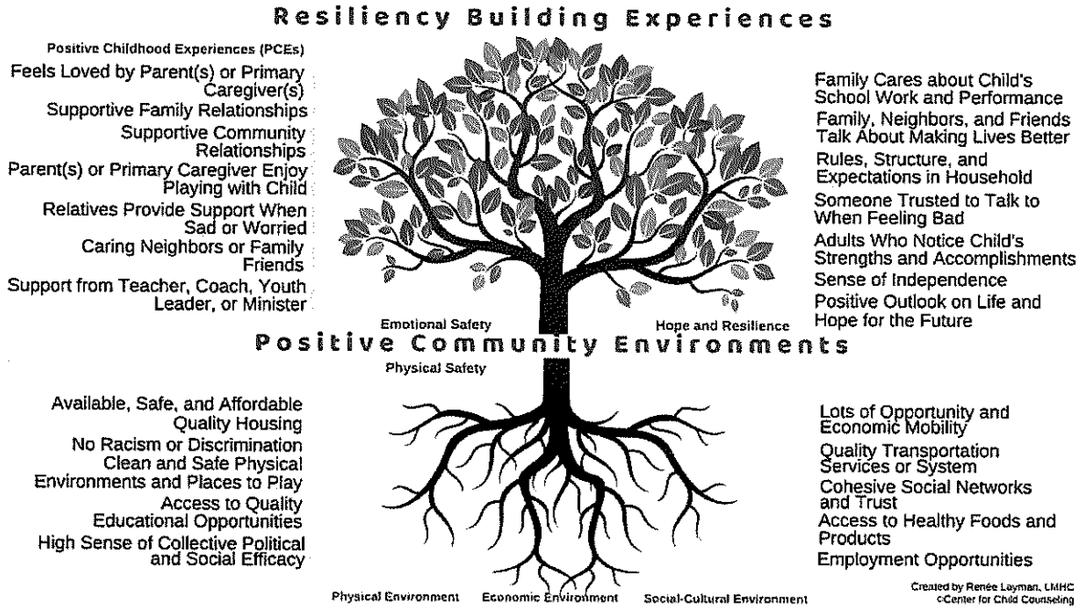
YSD also offers the Family Violence Intervention Program (FVIP) where first time offenders with a domestic violence charge are able to be diverted to appropriate treatment programs based on their needs. YSD programs are considered a diversion program and for those youth who successfully complete the 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

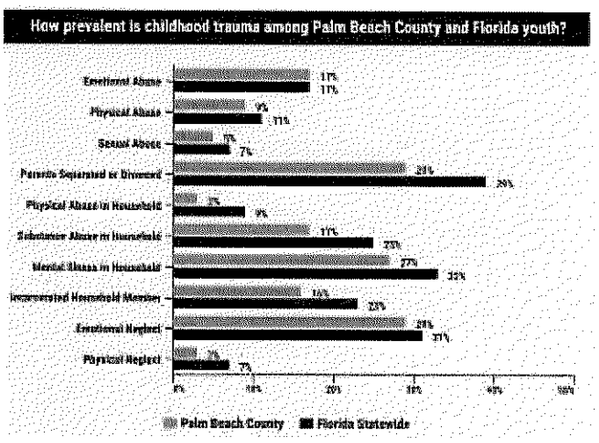
Florida Youth Surveys (FYS) are four statewide, school-based surveys conducted by the Florida Department of Children and Families in partnership with the Departments of Health, Education and Juvenile Justice. These surveys include the Youth Substance Abuse Survey (FYSAS), Youth Tobacco Survey (FYTS), 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.

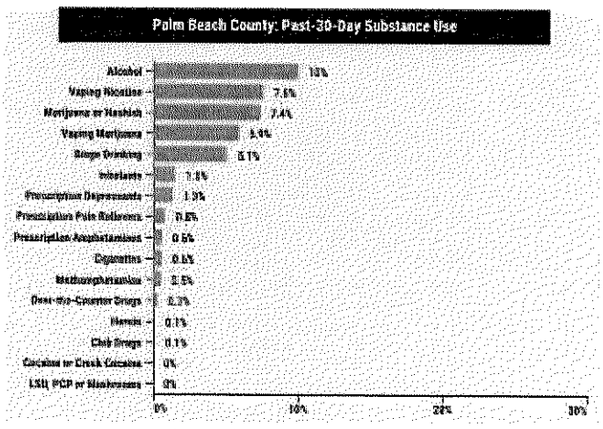
The YRBS surveys track indicators of behaviors that contribute to unintentional injuries and violence, sexual behaviors, substance use, tobacco use, physical activity, and dietary behaviors. Both surveys collect data at the state level in public and charter high schools during odd-numbered years.

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.

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).

> 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 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

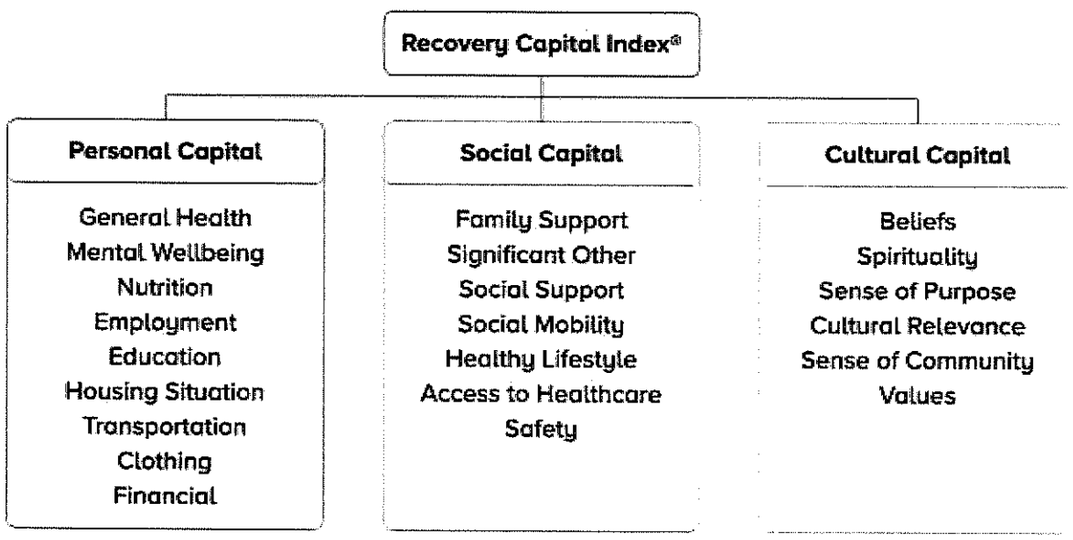
are currently no FDA approved medications for methamphetamine use disorder. (Bormann, 2023).

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).

5 Indicators of Resilience	Avg.	5 Indicators of Risk	Avg.	Domains	Avg.
Sense of Purpose	79.0	Financial Wellbeing	39.87	Cultural Capital	71.73
Beliefs	74.36	Employment	48.46	Social Capital	62.96
Safety	70.27	Housing/Living Situation	50.42	Personal Capital	55.26
Healthy Lifestyle	70.06	Transportation	53.75		
Values	69.64	Access to Healthcare	54.98	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.

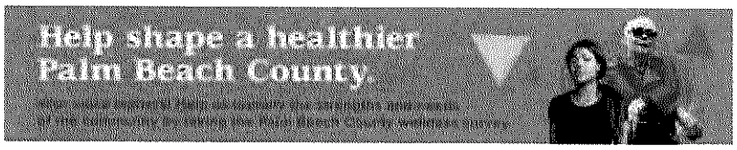
Additionally, in March 2022, CSD contracted with FARR in the amount of 60 thousand dollars to launch a Recovery Capital Initiative which educates, trains and engages FARR certified recovery residences regarding the RCI. The Initiative also provides: education and training on Medication Assisted Treatment (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)."

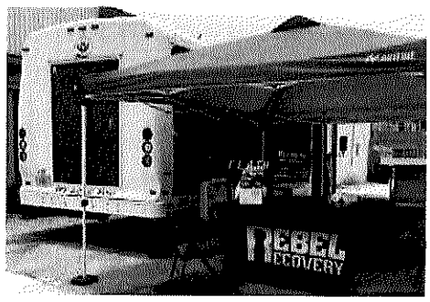
In 2023, a review of electronic health records (EHRs) of people with HIV (PWH) in PBC revealed that 20% screened positive for mental health issues and nearly 8% for active SUDs. These rates are double that of the general population, as reported in the PBC Community Health Improvement Plan (CHIP).

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.

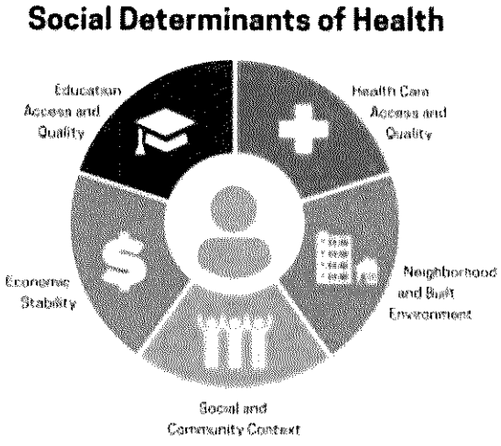
The calls were 211's second most requested category for the period which represents 24.1% of the total 182,807 calls received. (211 of Palm Beach and Treasure Coast, 2024)

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.

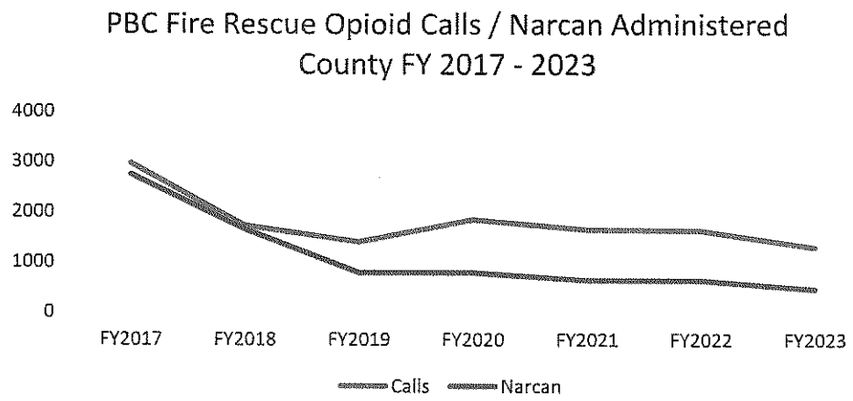


Florida's Department of Children and Families also provides free Narcan to approved providers statewide through its I Save FL program. There are 23 approved providers in Palm Beach County who are regularly distributing Narcan, conducting Narcan trainings, and recording overdose reversals resulting from 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.

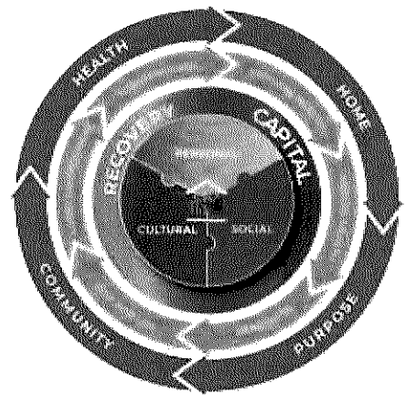
White issues a clarion call in the monograph, "It is time we proactively managed the prolonged course of addiction and recovery careers and stopped focusing on brief episodes of biopsychosocial stabilization. It is time for national, state, and local initiatives to create recovery-oriented systems of 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	1. Intoxication, Withdrawal, and Addiction Medications
2. Biomedical Conditions and Complications	2. Biomedical Conditions
3. Emotional, Behavioral, or Cognitive Conditions and Complications	3. Psychiatric and Cognitive Conditions
4. Readiness to Change	4. Substance Use-Related Risks
5. Relapse, Continued Use, or Continued Problem Potential	5. Recovery Environment Interactions
6. Recovery/Living Environment	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).

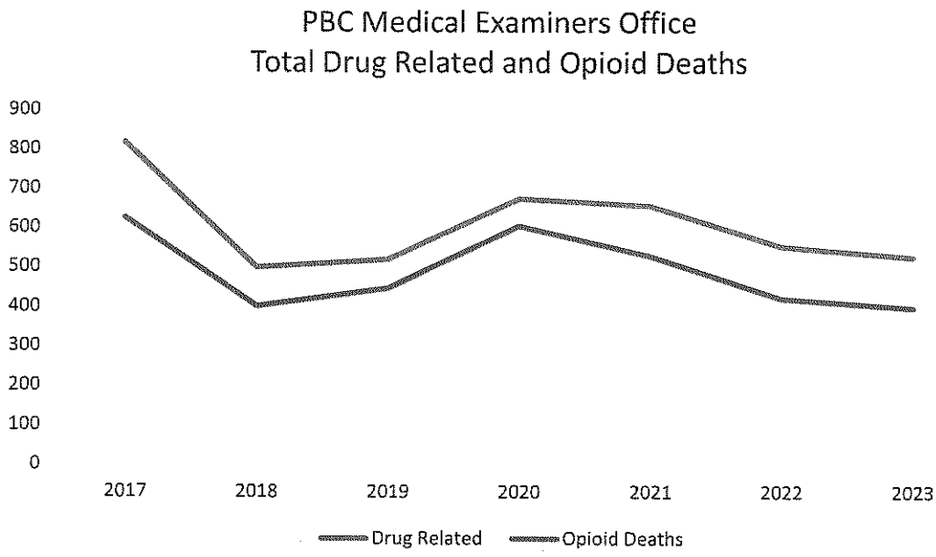
More specifically, that wellbeing was inversely related to drug overdose rates among states and the potential exists to mitigate the worsening opioid epidemic by expanding and elevating wellbeing. Gallup's analysis of the 2017 state ranks based on overall Well-Being Index scores showed that the highest-wellbeing 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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