

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: Community Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Subrecipient Agreement for Provision of Financial Assistance (Agreement) with Wayside House, Inc. (Wayside House), from April 22, 2026 through June 30th, 2027, in an amount not to exceed \$315,000, to support the implementation of a community-based tiny home housing and treatment program, for adult women with substance use disorders, who are experiencing housing instability.

Summary: Palm Beach County received OSF to support strategies addressing substance use disorder and related impacts, including housing instability. Pursuant to the authority delegated to the County Administrator on February 3, 2026, via Agenda Item 6D-2, the attached Agreement with Wayside House was executed and is now being submitted to the Board of County Commissioners (BCC) as a receive and file agenda item pursuant to PPM CW-O-051.

Wayside House, a Florida not-for-profit organization and the sole applicant under the pilot program, will utilize the funding to purchase prefabricated tiny homes and provide wraparound treatment and supportive services for adult women with substance use disorders, including pre and postpartum women and women with opioid use disorders experiencing housing instability.

The Agreement provides funding for three (3) prefabricated tiny home units, each designed to house five (5) Partial Hospitalization Program (PHP) clients, with community-based tiny home housing provided for up to 24 months. Units will be located on the Wayside House campus to ensure access to treatment services and on-site support. The program follows a housing-first, recovery-oriented model and includes a pathway to permanent housing. This Agreement allows for a one-time advance payment based on deposit needs as evidenced by an invoice from the developer, in accordance with Palm Beach County Administrative Code 305.02. No County Funds are required. (Community Services) Countywide (JBR)

Background and Justification: In 2022, the BCC designated the Community Services Department (CSD) as the lead entity for planning, administration, coordination, and contracting of behavioral health and substance use disorder services in Palm Beach County. It further established the County Advisory Committee on Behavioral Health and Substance Use and Co-Occurring Disorder (BHSUCOD) on November 1, 2022, to enhance the County's capacity and effectiveness in formulating a comprehensive, integrated, and effective behavioral health, substance use and co-occurring disorders prevention, treatment, support, and recovery plan (R2022-1340). On November 15, 2022, the BCC approved the BHSUCOD Plan 2022 (BHSUD Plan 2022) (Agenda Item No: 5F-1). The creation of the BHSUCOD and the BHSUD Plan 2022 were developed to satisfy the State of Florida's Opioid Settlement Clearing Trust Fund requirement pursuant to section 17.42(4)(c), Florida Statutes (2022). The BHSUD Plan 2024 was approved by the BCC on October 22, 2024, and now serves as the guiding framework for investment of opioid settlement proceeds. The BHSUD Plan 2024 included \$1,631,028 for housing.

Attachments:

- 1. Subrecipient Agreement with Wayside House

Recommended By: Diane Andri (Signature) 4/23/2026 (Date)
Department Director Date
Approved By: [Signature] 5/4/26 (Date)
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

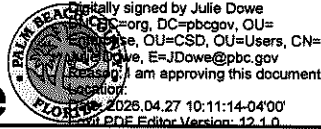
Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	315,000				
External Revenue	(315,000)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

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 7628 Object 8201 Program Code Program Period

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Opioid settlement funds

**Julie
Dowe**



C. Departmental Fiscal Review: _____
 Julie Dowe, Director of Finance and Support Services

III. REVIEW COMMENTS

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

Steve Muter 4/27/26 Frank Zuck 4/30/26
 OFMB Edw 4.27.26 Contract Development and Control 26 4.30.26

B. Legal Sufficiency:

Anne Delmont 5/1/26
 for Assistant County Attorney Jessica Boher-Rosenthal

C. Other Department Review:

 Department Director

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

**SUBRECIPIENT AGREEMENT FOR PROVISION OF FINANCIAL
ASSISTANCE**

This Agreement is made as of the 3rd day of May, 2024, 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 **Wayside House, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-1590644**

WHEREAS, the COUNTY, pursuant to the Florida Opioid Allocation and Statewide Response Agreement between the State of Florida Department of Legal Affairs, Office of the Attorney General and Certain Local Governments in the State of Florida, including Palm Beach County, **(EXHIBIT J)**, is the designated recipient of the Opioid Settlement Funds in Palm Beach County; 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; 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 COUNTY, through its Community Services Department (CSD), serves as a lead agency in implementing the County's comprehensive strategies to end the cycle of housing instability, homelessness and behavioral health disorder recovery through coordinated housing, healthcare, behavioral health, and supportive services; and

WHEREAS, the COUNTY has identified people in recovery experiencing housing instability with substance use disorders and behavioral health conditions as high utilizers of emergency, crisis, and justice systems, and recognizes that stable housing paired with treatment is a cost-effective strategy to improve outcomes and reduce public system utilization; and

WHEREAS, the COUNTY has prioritized the use of Opioid Settlement Funds to address Social Determinants of Health, including housing instability, as a critical driver of substance use disorder recovery, health outcomes, and long-term community resilience, consistent with the approved 2024 Plan; and

WHEREAS, community based tiny home housing models that combine low-barrier housing with

wraparound treatment, case management, and recovery-oriented supports are recognized best practices for stabilizing individuals with substance use disorders and supporting successful transitions to permanent housing; and

WHEREAS, the COUNTY seeks to leverage Opioid Settlement Funds in a manner that aligns with Countywide housing instability, behavioral health and homelessness strategies, to maximize impact through cross-sector partnerships, and complements existing behavioral health, housing, and supportive service investments; and

WHEREAS, the proposed community-based tiny home housing model advances the COUNTY's goals by providing safe, dignified housing paired with treatment and supportive services, while leveraging nonprofit expertise and philanthropic investment to enhance infrastructure and sustainability; and

WHEREAS, the COUNTY finds that investment in community based tiny home housing with integrated treatment services for individuals impacted by substance use disorders supports recovery, improves health and housing stability, and advances the public purpose of addressing the opioid epidemic and homelessness concurrently.

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 FUNDS FUNDED SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work/Implementation Plan (**EXHIBIT A**) and Unit of Service Rate and Definition (**EXHIBIT B**). The AGENCY also agrees to provide deliverables, including reports, as specified in **EXHIBIT H - AGENCY'S PROGRAMMATIC REQUIREMENTS**, and **EXHIBIT J - FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT**. No changes in the Scope of Work/Implementation Plan or services are to be conducted without the written approval of the 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 J** and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 SCHEDULE

The term of this Agreement shall be from the date of execution through June 30, 2027.

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

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

ARTICLE 5 PAYMENTS TO THE OPIOID SETTLEMENT FUNDS FUNDED AGENCY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of **THREE HUNDRED FIFTEEN THOUSAND AND ZERO CENTS (\$315,000.00)**.

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** for the purchase of tiny homes. 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**. 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 AGENCY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within 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 fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

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

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 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 an award until the COUNTY has verified that the AGENCY and all of its subagencies are registered in VSS.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the BCC, and received from the State of Florida pursuant to **EXHIBIT J**. Similarly, AGENCY'S obligations under this AGREEMENT are subject to its ability to raise or otherwise obtain, and additional \$700,00 to complete the project. If unable to complete the project, AGENCY agrees to return to COUNTY any advance funding received pursuant to this AGREEMENT.

ARTICLE 7 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 8 AMENDMENTS TO OPIOID SETTLEMENT FUNDING AGENCY FUNDING LEVELS

This Agreement may be amended, or funds swept, to decrease and/or increase funds for the purchase of tiny homes depending upon the utilization and rate of expenditure of funds, or re-allocations 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 of this Agreement, that it will not be able to spend a portion of the contracted amount for the purchase of tiny homes, 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 this Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

AGENCY may become eligible for an increase in funding if it has spent its funds at the anticipated rate and can present a proposal for the utilization of additional funds by serving additional unduplicated clients and delivering additional units of service.

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. **Property, Wind, & Flood Insurance:** AGENCY shall agree to maintain: (1) property insurance written on a special perils, replacement cost basis in an amount not less than 100% of the replacement cost of AGENCY building(s) and contents, including Betterments and Improvements made by or on behalf of AGENCY, located on the Premises. Coverage shall be written on a replacement cost basis and include an endorsement for Ordinance & Law coverage, (2) Flood insurance, regardless of the flood zone, in an amount not less than 100% of the actual cash value of AGENCY building(s) and contents, including Betterments and Improvements made by or on behalf of AGENCY, located on the Premises; or the maximum amount available from the National Flood Insurance Program, whichever is less, (3) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than 100% of the actual cash value of AGENCY building(s) and contents, including Betterments and Improvements made by or on behalf of AGENCY, located on the Premises; or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. AGENCY shall agree to be fully responsible for any deductible or self-insured retention, and to provide these coverages on a primary basis.
- F. **Builder's Risk Insurance During Construction:** AGENCY shall agree to maintain builder's risk insurance for any property or project is in the course of construction during the life of this Agreement in an amount at least equal to 100% of the estimated completed project value as well as subsequent modifications of that sum. Coverage shall be provided on an All-Risk basis including coverage for the perils of wind and flood. AGENCY shall assume all responsibility for any coinsurance penalties, deductibles, or uncovered self-insured retention. The policy shall be endorsed with an "Occupancy Endorsement," or similar endorsement, amending the automatic termination of coverage in the event the project is partially occupied, or put to its intended use prior to completion of construction. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the project.
- G. **Full Force and Effect:** The coverage shall be kept in force until final payment has been made in accordance with other applicable Agreement requirements, or until the AGENCY and COUNTY mutually consent to the termination, whichever occurs first.
- H. **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.
- I. **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

- J. **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 based on the AGENCY’S provision of services, or failure to provide services, pursuant to this Agreement. The AGENCY also agrees that funds made available pursuant to this Agreement shall not be used by the AGENCY for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 11 SUCCESSORS AND ASSIGNS

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

ARTICLE 12 WARRANTIES AND LICENSING REQUIREMENTS

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

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is

presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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

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

ARTICLE 13 PERSONNEL

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

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

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

ARTICLE 14 SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 15 NONDISCRIMINATION

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

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

AGENCY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.S.C. § 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 AGENCY'S Programmatic Requirements contained in **EXHIBIT E - CSD INCIDENT NOTIFICATION FORM, EXHIBIT H** and **EXHIBIT J** attached hereto and incorporated herein by reference.

AGENCY shall execute and record a Restrictive Covenant in a form approved by the COUNTY, which shall survive the expiration of this Agreement.

ARTICLE 19 ACCESS AND AUDITS

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

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

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

- a. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts and grant revenue by sponsoring agency and contract/grant number if required by the Single Audit Act.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

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

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

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

- d. The audit is due within (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 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 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 thirty (30) 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. Agency may also terminate the Agreement at anytime without penalty and will not be considered in default, if Agency, after making a good faith effort, is unable to obtain appropriate zoning approval for the project. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Reimburse the COUNTY for any advance payment funds, as authorized in Exhibit B.

The effective date of the termination will be the notice of termination.

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

ARTICLE 30 SEVERABILITY

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

ARTICLE 31 MODIFICATION OF WORK

The COUNTY reserves the right to make changes in Implementation Plan, 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 Implementation Plan 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 Palm Beach 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:

Program Manager, Behavioral Health and Substance Use Disorders
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

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

Lisa McWhorter, Executive Director
378 NE 6th Ave
Delray Beach, FL 33483

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 interests 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 45 C.F.R. Part 75.326 - 75.340 - Procurement Standards and 45 C.F.R. Part 92 - Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability in Health Programs or Activities Receiving Federal Financial Assistance and Programs or Activities Administered by the Department of Health and Human Services Under Title I of the Patient Protection and Affordable Care Act or by Entities Established Under Such Title.

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 OSF funding 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

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.

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, as may be amended, 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.

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

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

ARTICLE 37 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

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

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

ARTICLE 38 AUTHORITY TO PRACTICE

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

ARTICLE 39 DISCRIMINATORY VENDOR LIST

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

ARTICLE 40 FEDERAL AND STATE TAX

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

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

ARTICLE 41 DEBARMENT AND SUSPENSION completed EXHIBIT G - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION is 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, COUNTY may pursue available remedies, including but not limited to suspension and/or debarment.

ARTICLE 42 FEDERAL SYSTEM FOR AWARD MANAGEMENT

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

ARTICLE 43 SUBAWARD DATA AND FEDERAL CERTIFICATIONS AND ASSURANCES

AGENCY must complete and comply with the Federal Certifications and Assurances contained in the following Exhibits, which are attached hereto and incorporated herein by reference:

- a. **EXHIBIT F** - Certification Regarding Lobbying, Byrd Anti-Lobbying Amendment
- b. **EXHIBIT G** - Certification Debarment and Suspension

ARTICLE 44 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 45 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 46 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 47 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 48 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 49 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 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 PROTECTION OF COUNTY INVESTMENT/REVISIONARY INTEREST

The COUNTY is providing capital funding under this Agreement for the acquisition and/or construction of prefabricated tiny home units. The provisions of this Article are intended to

protect the COUNTY's capital investment and ensure continued compliance with the approved program purpose.

Performance and Use Requirements

The AGENCY agrees that any tiny home units fully or partially funded by the COUNTY ("County-Funded Units") shall be used exclusively for community based tiny home housing serving individuals with substance use and/or co-occurring disorders, consistent with **EXHIBIT A - Scope of Services** and approved program purpose.

The AGENCY shall operate and maintain the County-Funded Units in compliance with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to building, zoning, health, safety, and habitability requirements.

The AGENCY shall place the County-Funded Units into service and maintain continuous operation of the approved program for a minimum period of ten (10) years, unless otherwise approved in writing by the COUNTY.

Events of Default

Each of the following shall constitute an Event of Default under this Agreement:

- Failure to place the County-Funded Units into service within the timeframe specified in this Agreement.
- Cessation of operation of the approved program.
- Material breach of any term or condition of this Agreement.
- Use of the County-Funded Units for purposes inconsistent with the approved program purpose; or
- Sale, transfer, assignment, or encumbrance of the County-Funded Units without the prior written approval of the COUNTY.

Reversion and Recapture

Upon the occurrence of an Event of Default and subject to any applicable cure period, the COUNTY may, in its sole discretion and in addition to any other remedies available at law or in equity, exercise one or more of the following remedies:

- Require repayment of the COUNTY's proportional capital investment in the County-Funded Units, prorated based on the number of full years the Units were operated in compliance with this Agreement; and/or
- Exercise a reversionary interest requiring the AGENCY to transfer ownership of the County-Funded Units to the COUNTY or its designee, free and clear of all liens, claims, or encumbrances, and at no cost to the COUNTY.

The remedies set forth in this Article are cumulative and may be exercised separately or concurrently.

Security Interest

To secure compliance with this Agreement and the COUNTY's reversionary interest, the COUNTY may record or file one or more restrictive covenants, liens, Uniform Commercial Code (UCC) filings, or other appropriate security instruments against the County-Funded Units.

Any such security interest shall remain in effect for the full term of the required use period and shall survive termination or expiration of this Agreement until released by the COUNTY.

Monitoring

The AGENCY shall submit such reports and documentation as required by the COUNTY to demonstrate continued operation and compliance with this Article. The COUNTY may conduct site visits, inspections, audits, and compliance reviews upon reasonable notice.

Cure

Except in cases involving an immediate threat to health or safety, the COUNTY shall provide written notice of noncompliance and afford the AGENCY a reasonable opportunity to cure. Failure to cure within the timeframe specified by the COUNTY shall permit the COUNTY to exercise any remedies provided herein.

Survival

The provisions of this Article shall survive termination or expiration of this Agreement until the COUNTY's investment has been fully satisfied or released in writing by the COUNTY.

ARTICLE 53 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 54 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 55 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 56 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 57 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.

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

ATTEST:

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

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

BY: _____
Deputy Clerk

Signed by:
Jammy K. Fields
C3D5B63ACAE3483...
BY: _____
Joseph Abruzzo, County Administrator

AGENCY: Wayside House, Inc.

Signed by:
Lisa McWhorter
07D6EE92A493480...
BY: _____
Authorized Signature

Lisa McWhorter, Executive Director
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

Signed by:
Jessica Bolber Rosenthal
A2EF4B6BAAF5427...
BY: _____
Assistant County Attorney

DocuSigned by:
James E. Green
BF34EF22BDF492...
BY: _____
Department Director

SCOPE OF SERVICES

I. PURPOSE

The purpose of this Agreement is to establish a partnership between Palm Beach County ("COUNTY") and **Wayside House, Inc.** ("AGENCY") to implement **Wayside House Village Community Based Tiny Home Housing for Partial Hospitalization Program** utilizing prefabricated tiny homes, paired with intensive supportive and treatment services, for adult women with substance use disorders, pre and postpartum women, women with opioid use disorders (individuals) experiencing housing instability and impacted by substance use disorders.

This program is funded in whole or in part with **Opioid Settlement Funds** and is intended to address housing instability as a critical social determinant of health and recovery.

II. PROGRAM DESCRIPTION: Wayside Village Community Based Tiny Home Housing for Partial Hospitalization Program

The program shall provide:

- Purchase three (3) prefabricated tiny home units, each designed to house five (5) Partial Hospitalization Program clients. These units will be located on the Wayside House campus, allowing residents to walk to treatment services, access staff support, and participate in programming. Each unit contains: 5 bedrooms, ac unit, tankless water heater, and a U-shaped kitchen with cabinets, sink and faucet.
- Community based tiny home housing for eligible participants with a length of stay for up to **forty-five (45) days**.
- Wraparound treatment, supportive services, and aftercare services for up to twelve (12) months after exit delivered in **recovery-oriented model**.
- A structured pathway to permanent housing upon program completion.
- Focus population: Adult women with substance use disorders, pre and postpartum women, women with opioid use disorders

III. COUNTY RESPONSIBILITIES

The COUNTY, through its Community Services Department (CSD), shall be responsible for the following:

A. Funding & Capital Investment

1. Provide funding, subject to Board approval and budgetary appropriation, for the procurement of three (3) prefabricated tiny home units.
2. Administer Opioid Settlement Funds in compliance with all applicable state and local requirements.

B. Oversight & Compliance

1. Monitor programmatic and fiscal compliance with this Agreement.
2. Review and approve required reports, performance data, and outcome measures.
3. Coordinate internally with Planning, Zoning, Legal, Facilities Development, and other County departments as necessary.
4. Ensure the Agreement aligns with County policies, opioid settlement requirements, and adopted homelessness and behavioral health plans.

IV. AGENCY RESPONSIBILITIES

The AGENCY shall be responsible for the development, operation, and ongoing management of the program, including the following:

A. Housing Development & Operations

1. Enter into and manage a Memorandum of Understanding with a qualified tiny home developer for the design, fabrication, delivery, and installation of prefabricated tiny homes.
2. Accept ownership and responsibility for:
 - o Conveyed land.
 - o Tiny home units.
 - o Site development, zoning, permitting, and inspections.
3. Maintain all housing units and common areas in safe, habitable condition.
4. Ensure compliance with:
 - o Fair Housing Act;
 - o Americans with Disabilities Act (ADA);
 - o Local building, fire, and safety codes.

B. Program Administration

1. Operate the community based tiny home housing program for eligible participants for a maximum length of stay of forty-five (45) days per participant.
2. Establish and enforce program rules, occupancy standards, and resident agreements.
3. Maintain on-site security 24 hours per day, 365 days per year.
4. Establish, maintain, and enforce a set of client rules and expectations, as well as accountability procedures.
5. In accordance with Article 18 Programmatic Requirements, report all incidents of criminal activity, by residents or guests, to appropriate enforcement agency.
6. Always meet all fire code requirements to ensure ingress and egress are available.
7. Build and maintain relationships with appropriate public safety personnel which may include: First Responders and other critical partners.
8. Lighting features must be maintained and remain in working condition.
9. Notify CSD immediately in cases of natural disaster, criminal activity, or significant first responder response as soon as possible and no longer than 12 hours after incident.
10. Participants are not allowed overnight guests and create reasonable limitations for number and length of visits per participant.

It is important to note that external service providers/service partners are not considered guests of residents and should not be limited in length or frequency of visit.

C. Supportive & Treatment Services

Provide or coordinate the delivery of wraparound services, including but not limited to:

1. **Recovery Support Services**
Peer-to-peer support and other non-clinical supports that promote sustained recovery.
2. **Clinical Treatment Services**
Evidence-based substance use disorder treatment services, including outpatient, intensive outpatient, and residential levels of care integrated with mental health and primary care services as appropriate.
3. **Case Management and Care Coordination**
Comprehensive case management services, including linkage to needed services, care coordination across providers, and ongoing monitoring and follow-up.
4. **Prevention and Education**
Community-based prevention, wellness education, and harm reduction initiatives designed to reduce risk and promote health and safety for participants.
5. **Family and Community Services**
Services that support family engagement, advocacy, and meaningful involvement of families and community supports in treatment and recovery planning.
6. **Vocational and Social Support Services**
Employment readiness and placement services, educational support, and transportation assistance to promote economic stability and social reintegration.

7. Recovery Community Engagement

Incorporating Recovery “Community” Engagement activities with participants on a weekly/monthly basis to promote community with other residents in recovery. This may include but not be limited to engagement with the nearest Recovery Community Organization/Recovery Community Centers (i.e., Rebel Recovery, the HUBs), planning recovery-friendly activities, gatherings, socials, etc.

8. Permanent housing navigation and placement.

9. Aftercare services for up to twelve (12) months after the Participant’s exit from Wayside House Village,

Ensure services are delivered using trauma-informed, recovery-oriented, and culturally responsive practices.

D. Reporting & Performance Measurement

1. Collect and report program performance data as required by the COUNTY, including:
 - o Housing retention and length of stay;
 - o Treatment engagement;
 - o Income and benefits enrollment;
 - o Emergency services utilization;
 - o Successful exits to permanent housing.
2. Submit quarterly and annual reports in a format approved by the COUNTY.

E. Risk Management & Compliance

1. Maintain required insurance coverage and indemnify the COUNTY as required by this Agreement.
2. Comply with all applicable confidentiality, HIPAA, and data privacy requirements.
3. Implement background checks, safety protocols, and emergency procedures for staff and participants.
4. Cooperate fully with monitoring, audits, and evaluations conducted by or on behalf of the COUNTY.

V. COORDINATION WITH PHILANTHROPIC PARTNER

The AGENCY shall coordinate with the philanthropic partner identified by the COUNTY for the installation of sewer, electrical, and utility infrastructure, including providing documentation of philanthropic contributions and ensuring infrastructure readiness.

VI. DELIVERABLES

Deliverables under this Agreement shall include, at a minimum:

- Execution of required MOUs with development partners.
- Operational community based tiny home housing units.
- Ongoing supportive service delivery.
- Required reports and performance metrics.
- Compliance with land use and program restrictions.
- Execute and record a Restrictive Covenant in a form approved by the County, which shall survive the expiration or termination of this Agreement.

VII. TERM

Services shall be provided for the term specified in this Agreement, subject to termination provisions, funding availability, and continued compliance with all requirements. The AGENCY will accept and prioritize referrals from COUNTY approved sources and provide wraparound support for the clients that are placed in the program for a minimum of 10 years. The 10 years will begin upon fully executing this Agreement.

EXHIBIT B

Units of Service Rate and Definition

Opioid Settlement Funds (OSF)	Total Contract Amount
Prefabricated Tiny Homes:	\$300,000
Admin Costs (capped at 5%)	\$15,000
Total Contract Amount	\$315,000

Expenses for all service categories listed above shall be reimbursed at actual cost, based on documented procurement records and proof of purchase. An advance payment may be issued to support procurement, in an amount approved by the Community Services Department Director, provided it is substantiated by an invoice from the builder or manufacturer. The AGENCY shall account for and fully substantiate any advance payment within fourteen (14) days of receipt, or within such other timeframe as approved in writing by the COUNTY, and failure to do so may result in withholding of future payments or other remedies as permitted under this Agreement.

All expenditures shall be in accordance with all Federal, State, and local laws and the Florida Opioid Allocation and Statewide Response Agreement.

For all service categories listed above, expenses will be reimbursed at the actual costs of activities 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.

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 ten percent (10%)

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

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



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

CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT

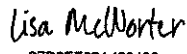
This Required Certification MUST be Submitted

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, 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:

 C7B6FFC2A433406

Signature of Vendor's Authorized Official

Lisa McWhorter, Executive Director
Name and Title of Vendor's Authorized Official

4/20/2026

Date

EXHIBIT G

CERTIFICATION DEBARMENT AND SUSPENSION

The Vendor certifies that:

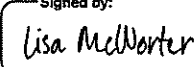
- a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) 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: Wayside House, Inc.

ADDRESS: 378 NE 6th Ave, Delray Beach, FL 33483

COMPANY'S AUTHORIZED OFFICIAL:

Lisa McWhorther
Name and Title

Signed by:

 C7B6EE92A433496...

Signature

4/20/2026

Date

EXHIBIT H

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 Agreement and may result in termination of this Agreement.

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 Palm Beach County Community Services Department ("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.
2. 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
3. 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.
4. 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.
5. AGENCY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
6. AGENCY shall promptly provide data for state and COUNTY mandatory OSF funding reporting requirements.
7. AGENCY shall ensure that no private or confidential data collected, maintained or

used during the course of the Agreement period or thereafter shall be disseminated, except as authorized by statute.

8. AGENCY 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 annually at a minimum, with more frequent monitoring and/or desk audits if 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 Agreement. 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. AGENCY awarded Opioid Settlement Funds shall comply with 2 CFR Part 200.
9. AGENCY shall be monitored by the information within the Agreement, **EXHIBIT A**, **EXHIBIT B**, **EXHIBIT I**, and current monitoring tool.
10. 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.
11. AGENCY must collect program data, track program goals and objectives, and report progress to the COUNTY no less than monthly. No personally identifiable information (PII) of program participants may be collected.
12. AGENCY must enter all programmatic data into the REDCap data management information system. REDCap 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.
13. 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 Agreement.

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

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 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.

15. AGENCY shall:

- Employ a person-centered, recovery-oriented delivery of services.
- Incorporate strength-based planning and use of data to determine effectiveness of services and participant perception of services.
- Ensure individualized services are based on needs and participant's articulated priorities and goals. Ensure participants' wishes are considered and that services are provided in partnership with participants.
- Incorporate holistic assessment of individualized needs. Provide trauma-informed and "no wrong-door" approaches.
- Ensure consistent implementation and integration into care planning and services adults with substance use disorder and/or co-occurring disorders.
- Employ flexibility if services are not producing expected outcomes.
- Use evidence-based, evidence informed and/or promising practices when delivering services.
- Demonstrate knowledge and the importance of the purpose of data, data sharing and communication across providers.
- Ensure "warm hand-offs" are made to transition an individual from a provider or source of referral to the organization that will continue care or facilitate ongoing care.

16. 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.

15. 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 being hired and every five (5) years for applicants, volunteers and employees who are currently in positions.
16. 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.

- 17. 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. Loss of funding from another Funder that could impact service delivery.
 - e. New credit lines established with creditors, or any other new debt incurred (including loans taken out on mortgages).
 - f. Inability to have three (3) month's cash flow on hand.
 - 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.
- 18. AGENCY may provide Key Personnel appropriate training according to their staff qualifications and role, in compliance with Section 760.10, Florida Statutes, as may amended, including but not limited to:
 - a. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing (MI) training; Cultural Competence.
- 19. AGENCY shall provide its By-Laws, as well as a roster of Board of Directors with titles, addresses, and phone numbers.
- 20. 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
- 21. AGENCY shall submit information regarding available services and related information about 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.

22. 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 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 AGENCY or program funded under this Agreement 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 AGENCY'S website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>.
 - Display the DEPARTMENT and COUNTY logo according to the guidelines at <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> 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 Agreement or the program funded under this Agreement 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 <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on 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.
23. 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.
24. 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 will 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 AGENCY or the County can verify employee compliance. AGENCY 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.

25. AGENCY serving eligible participants/households must:

- 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.

26. STATE AND COUNTY OSF REPORTING REQUIREMENTS

The COUNTY shall follow its existing reporting and records retention requirements along with considering any additional recommendations/requirements from the Opioid Abatement Taskforce or Council.

- The AGENCY must, at a minimum, comply with the following:
 - AGENCY shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds.
 - AGENCY 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 COUNTY, 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.
 - AGENCY 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 AGENCY 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.

Additional Opioid Settlement specific reporting and accountability.

AGENCY will 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. AGENCIES 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.

REMAINDER OF PAGE INTENTIONALLY BLANK

EXHIBIT I

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT EXHIBIT

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____
(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) _____ (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, _____ day of _____, 20____, by _____.

Personally known OR produced identification .

Type of identification produced _____.

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

(Notary Seal)

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 Slempe

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempe@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 with 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.

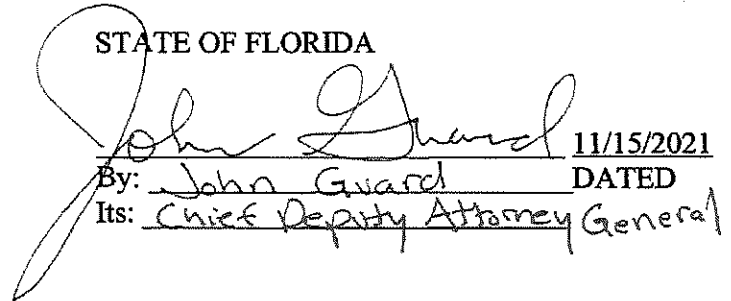
STATE OF FLORIDA

By: John Guard DATED 11/15/2021
Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

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

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

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

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

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

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

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

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

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

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

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

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

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

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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

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

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

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

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

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

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

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

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

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Fund media campaigns to prevent opioid misuse.

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

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

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

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

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

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

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

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

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

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

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

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

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County
Alachua		1.241060164449%	
	Alachua County		0.8211
	Alachua		0.0131
	Archer		0.0001
	Gainesville		0.3811
	Hawthorne		0.0001
	High Springs		0.0111
	La Crosse		0.0001
	Micanopy		0.0021
	Newberry		0.0061
	Waldo		0.0021
Baker		0.193173804130%	
	Baker County		0.1691
	Glen St. Mary		0.0001
	Macclenny		0.0231
Bay		0.839656373312%	
	Bay County		0.5081
	Callaway		0.0241
	Lynn Haven		0.0391
	Mexico Beach		0.0051
	Panama City		0.1551
	Panama City Beach		0.0801
	Parker		0.0081
	Springfield		0.0161
Bradford		0.189484204081%	
	Bradford County		0.1511
	Brooker		0.0001
	Hampton		0.0021
	Lawtey		0.0031
	Starke		0.0311
Brevard		3.878799180444%	
	Brevard County		2.3231
	Cape Canaveral		0.0451

	Cocoa		0.149
	Cocoa Beach		0.084
	Grant-Valkaria		0.000
	Indialantic		0.024
	Indian Harbour Beach		0.021
	Malabar		0.002
	Melbourne		0.383
	Melbourne Beach		0.012
	Melbourne Village		0.003
	Palm Bay		0.404
	Palm Shores		0.000
	Rockledge		0.096
	Satellite Beach		0.035
	Titusville		0.240
	West Melbourne		0.051
Broward		9.057962672578%	
	Broward County		3.966
	Coconut Creek		0.101
	Cooper City		0.073
	Coral Springs		0.323
	Dania Beach		0.017
	Davie		0.266
	Deerfield Beach		0.202
	Fort Lauderdale		0.830
	Hallandale Beach		0.154
	Hillsboro Beach		0.012
	Hollywood		0.520
	Lauderdale-By-The-Sea		0.022
	Lauderdale Lakes		0.062
	Lauderhill		0.144
	Lazy Lake		0.000
	Lighthouse Point		0.029
	Margate		0.143
	Miramar		0.279
	North Lauderdale		0.066

	Oakland Park		0.100
	Ocean Breeze		0.005
	Parkland		0.045
	Pembroke Park		0.024
	Pembroke Pines		0.462
	Plantation		0.213
	Pompano Beach		0.335
	Sea Ranch Lakes		0.005
	Southwest Ranches		0.025
	Sunrise		0.286
	Tamarac		0.134
	Weston		0.138
	West Park		0.029
	Wilton Manors		0.031
Calhoun		0.047127740781%	
	Calhoun County		0.038
	Altha		0.000
	Blountstown		0.007
Charlotte		0.737346233376%	
	Charlotte County		0.690
	Punta Gorda		0.047
Citrus		0.969645776606%	
	Citrus County		0.929
	Crystal River		0.021
	Inverness		0.018
Clay		1.193429461456%	
	Clay County		1.055
	Green Cove Springs		0.057
	Keystone Heights		0.000
	Orange Park		0.078
	Penney Farms		0.000
Collier		1.551333376427%	
	Collier County		1.354
	Everglades		0.000
	Marco Island		0.062

	Naples		0.134
Columbia		0.446781150792%	
	Columbia County		0.341
	Fort White		0.000
	Lake City		0.104
DeSoto		0.113640407802%	
	DeSoto County		0.096
	Arcadia		0.016
Dixie		0.103744580900%	
	Dixie County		0.098
	Cross City		0.004
	Horseshoe Beach		0.000
Duval		5.434975156935%	
	Jacksonville		5.270
	Atlantic Beach		0.038
	Baldwin		0.002
	Jacksonville Beach		0.100
	Neptune Beach		0.022
Escambia		1.341634449244%	
	Escambia County		1.005
	Century		0.005
	Pensacola		0.330
Flagler		0.389864712244%	
	Flagler County		0.279
	Beverly Beach		0.000
	Bunnell		0.009
	Flagler Beach		0.015
	Marineland		0.000
	Palm Coast		0.084
Franklin		0.049911282550%	
	Franklin County		0.046
	Apalachicola		0.001
	Carabelle		0.001
Gadsden		0.123656074077%	
	Gadsden County		0.090

	Chattahoochee		0.004
	Greensboro		0.000
	Gretna		0.002
	Havana		0.005
	Midway		0.001
	Quincy		0.019
Gilchrist		0.064333769355%	
	Gilchrist County		0.061
	Bell		0.000
	Fanning Springs		0.000
	Trenton		0.002
Glades		0.040612836758%	
	Glades County		0.040
	Moore Haven		0.000
Gulf		0.059914238588%	
	Gulf County		0.054
	Port St. Joe		0.004
	Wewahitchka		0.000
Hamilton		0.047941195910%	
	Hamilton County		0.038
	Jasper		0.004
	Jennings		0.002
	White Springs		0.001
Hardee		0.067110048132%	
	Hardee County		0.058
	Bowling Green		0.001
	Wauchula		0.006
	Zolfo Springs		0.000
Hendry		0.144460915297%	
	Hendry County		0.122
	Clewiston		0.017
	LaBelle		0.004
Hernando		1.510075949110%	
	Hernando County		1.447
	Brooksville		0.061

	Weeki Wachee		0.001
Highlands		0.357188510237%	
	Highlands County		0.287
	Avon Park		0.025
	Lake Placid		0.005
	Sebring		0.038
Hillsborough		8.710984113657%	
	Hillsborough County		6.523
	Plant City		0.104
	Tampa		1.975
	Temple Terrace		0.107
Holmes		0.081612427851%	
	Holmes County		0.066
	Bonifay		0.006
	Esto		0.006
	Noma		0.001
	Ponce de Leon		0.000
	Westville		0.000
Indian River		0.753076058781%	
	Indian River County		0.623
	Fellsmere		0.004
	Indian River shores		0.025
	Orchid		0.000
	Sebastian		0.038
	Vero Beach		0.060
Jackson		0.158936058795%	
	Jackson County		0.075
	Alford		0.000
	Bascom		0.000
	Campbellton		0.001
	Cottondale		0.001
	Graceville		0.002
	Grandridge		0.000
	Greenwood		0.001
	Jacob City		0.000

	Malone		0.000
	Marianna		0.073
	Sneads		0.002
Jefferson		0.040821647784%	
	Jefferson County		0.037
	Monticello		0.003
Lafayette		0.031911772076%	
	Lafayette County		0.031
	Mayo		0.000
Lake		1.139211224519%	
	Lake County		0.757
	Astatula		0.002
	Clermont		0.075
	Eustis		0.041
	Fruitland Park		0.008
	Groveland		0.026
	Howey-In-The-Hills		0.002
	Lady Lake		0.025
	Leesburg		0.091
	Mascotte		0.011
	Minneola		0.016
	Montverde		0.001
	Mount Dora		0.041
	Tavares		0.031
	Umatilla		0.005
Lee		3.325371883359%	
	Lee County		2.115
	Bonita Springs		0.017
	Cape Coral		0.714
	Estero		0.012
	Fort Myers		0.431
	Fort Myers Beach		0.000
	Sanibel		0.034
Leon		0.897199244939%	
	Leon County		0.471

	Tallahassee		0.425%
Levy		0.251192401748%	
	Levy County		0.200%
	Bronson		0.005%
	Cedar Key		0.005%
	Chiefland		0.015%
	Fanning Springs		0.000%
	Inglis		0.004%
	Otter Creek		0.000%
	Williston		0.017%
	Yankeetown		0.000%
Liberty		0.019399452225%	
	Liberty County		0.019%
	Bristol		0.000%
Madison		0.063540287455%	
	Madison County		0.053%
	Greenville		0.000%
	Lee		0.000%
	Madison		0.010%
Manatee		2.721323346235%	
	Manatee County		2.201%
	Anna Maria		0.009%
	Bradenton		0.379%
	Bradenton Beach		0.014%
	Holmes Beach		0.028%
	Longboat Key		0.034%
	Palmetto		0.052%
Marion		1.701176168960%	
	Marion County		1.303%
	Belleview		0.009%
	Dunnellon		0.018%
	Mcintosh		0.000%
	Ocala		0.368%
	Reddick		0.000%
Martin		0.869487298116%	

	Martin County		0.750
	Jupiter Island		0.020
	Ocean Breeze Park		0.008
	Sewall's Point		0.008
	Stuart		0.081
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282
	Aventura		0.024
	Bal Harbour		0.010
	Bay Harbor Islands		0.004
	Biscayne Park		0.001
	Coral Gables		0.071
	Cutler Bay		0.009
	Doral		0.013
	El Portal		0.000
	Florida City		0.003
	Golden Beach		0.002
	Hialeah		0.098
	Hialeah Gardens		0.005
	Homestead		0.024
	Indian Creek		0.002
	Key Biscayne		0.013
	Medley		0.008
	Miami		0.292
	Miami Beach		0.181
	Miami Gardens		0.040
	Miami Lakes		0.007
	Miami Shores		0.006
	Miami Springs		0.006
	North Bay Village		0.005
	North Miami		0.030
	North Miami Beach		0.030
	Opa-locka		0.007
	Palmetto Bay		0.007
	Pinecrest		0.008

	South Miami		0.0071
	Sunny Isles Beach		0.0071
	Surfside		0.0041
	Sweetwater		0.0041
	Virginia Gardens		0.0011
	West Miami		0.0021
Monroe		0.476388738585%	
	Monroe County		0.3301
	Islamorada		0.0221
	Key Colony Beach		0.0041
	Key West		0.0881
	Layton		0.0001
	Marathon		0.0301
Nassau		0.476933463002%	
	Nassau County		0.3921
	Callahan		0.0001
	Fernandina Beach		0.0831
	Hillard		0.0001
Okaloosa		0.819212865955%	
	Okaloosa County		0.6121
	Cinco Bayou		0.0001
	Crestview		0.0701
	Destin		0.0141
	Fort Walton Beach		0.0771
	Laurel Hill		0.0001
	Mary Esther		0.0091
	Niceville		0.0211
	Shalimar		0.0011
	Valparaiso		0.0101
Okeechobee		0.353495278692%	
	Okeechobee County		0.3141
	Okeechobee		0.0381
Orange		4.671028214546%	
	Orange County		3.0631
	Apopka		0.0971

	Bay Lake		0.023
	Belle Isle		0.010
	Eatonville		0.008
	Edgewood		0.009
	Lake Buena Vista		0.010
	Maitland		0.046
	Oakland		0.005
	Ocoee		0.066
	Orlando		1.160
	Windemere		0.007
	Winter Garden		0.056
	Winter Park		0.104
Osceola		1.073452092940%	
	Osceola County		0.837
	Kissimmee		0.162
	St. Cloud		0.073
Palm Beach		8.601594372053%	
	Palm Beach County		5.552
	Atlantis		0.018
	Belle Glade		0.020
	Boca Raton		0.472
	Boynton Beach		0.306
	Briny Breezes		0.003
	Cloud Lake		0.000
	Delray Beach		0.351
	Glen Ridge		0.000
	Golf		0.004
	Greenacres		0.076
	Gulf Stream		0.010
	Haverhill		0.001
	Highland Beach		0.032
	Hypoluxo		0.005
	Juno Beach		0.016
	Jupiter Island		0.125
	Jupiter Inlet Colony		0.005

	Lake Clarke Shores		0.0079
	Lake Park		0.0291
	Lake Worth		0.1171
	Lantana		0.0241
	Loxahatchee Groves		0.0021
	Manalapan		0.0211
	Mangonia Park		0.0101
	North Palm Beach		0.0441
	Ocean Ridge		0.0121
	Pahokee		0.0041
	Palm Beach		0.1851
	Palm Beach Gardens		0.2331
	Palm Beach Shores		0.0141
	Palm Springs		0.0381
	Riviera Beach		0.1631
	Royal Palm Beach		0.0491
	South Bay		0.0011
	South Palm Beach		0.0051
	Tequesta		0.0311
	Wellington		0.0501
	West Palm Beach		0.5491
Pasco		4.692087260494%	
	Pasco County		4.3191
	Dade City		0.0551
	New Port Richey		0.1491
	Port Richey		0.0491
	San Antonio		0.0021
	St. Leo		0.0021
	Zephyrhills		0.1121
Pinellas		7.934889816777%	
	Pinellas County		4.5461
	Belleair		0.0181
	Belleair Beach		0.0041
	Belleair Bluffs		0.0071
	Belleair Shore		0.0001

	Clearwater		0.6338
	Dunedin		0.1028
	Gulfport		0.0478
	Indian Rocks Beach		0.0088
	Indian Shores		0.0118
	Kenneth City		0.0178
	Largo		0.3748
	Madeira Beach		0.0228
	North Reddington Beach		0.0038
	Oldsmar		0.0398
	Pinellas Park		0.2518
	Redington Beach		0.0038
	Redington Shores		0.0068
	Safety Harbor		0.0388
	Seminole		0.0958
	South Pasadena		0.0298
	St. Pete Beach		0.0718
	St. Petersburg		1.4568
	Tarpon Springs		0.1018
	Treasure Island		0.0408
Polk		2.150483025298%	
	Polk County		1.5588
	Auburndale		0.0288
	Bartow		0.0438
	Davenport		0.0058
	Dundee		0.0058
	Eagle Lake		0.0028
	Fort Meade		0.0078
	Frostproof		0.0058
	Haines City		0.0478
	Highland Park		0.0008
	Hillcrest Heights		0.0008
	Lake Alfred		0.0078
	Lake Hamilton		0.0028
	Lakeland		0.2948

	Lake Wales		0.036
	Mulberry		0.005
	Polk City		0.001
	Winter Haven		0.097
Putnam		0.384893194068%	
	Putnam County		0.329
	Crescent City		0.005
	Interlachen		0.001
	Palatka		0.046
	Pomona Park		0.000
	Welaka		0.000
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592
	Gulf Breeze		0.061
	Jay		0.000
	Milton		0.046
Sarasota		2.805043857579%	
	Sarasota County		1.924
	Longboat Key		0.044
	North Port		0.209
	Sarasota		0.484
	Venice		0.142
Seminole		2.141148264544%	
	Seminole County		1.508
	Altamonte Springs		0.081
	Casselberry		0.080
	Lake Mary		0.079
	Longwood		0.061
	Oviedo		0.103
	Sanford		0.164
	Winter Springs		0.062
St. Johns		0.710333349554%	
	St. Johns County		0.656
	Hastings		0.000
	Marineland		0.000

	St. Augustine		0.046
	St. Augustine Beach		0.007
St. Lucie		1.506627843552%	
	St. Lucie County		0.956
	Fort Pierce		0.159
	Port St. Lucie		0.390
	St. Lucie Village		0.000
Sumter		0.326398870459%	
	Sumter County		0.302
	Bushnell		0.006
	Center Hill		0.001
	Coleman		0.000
	Webster		0.001
	Wildwood		0.014
Suwannee		0.191014879692%	
	Suwannee County		0.161
	Branford		0.000
	Live Oak		0.029
Taylor		0.092181897282%	
	Taylor County		0.069
	Perry		0.022
Union		0.065156303224%	
	Union County		0.063
	Lake Butler		0.001
	Raiford		0.000
	Worthington Springs		0.000
Volusia		3.130329674480%	
	Volusia County		1.708
	Daytona Beach		0.447
	Daytona Beach Shores		0.039
	DeBary		0.035
	DeLand		0.098
	Deltona		0.199
	Edgewater		0.058
	Flagler Beach		0.000

	Lake Helen	
	New Smyrna Beach	
	Oak Hill	
	Orange City	
	Ormond Beach	
	Pierson	
	Ponce Inlet	
	Port Orange	
	South Daytona	
Wakulla		0.115129321208%
	Wakulla County	
	Sopchoppy	
	St. Marks	
Walton		0.268558216151%
	Walton County	
	DeFuniak Springs	
	Freeport	
	Paxton	
Washington		0.120124444109%
	Washington County	
	Caryville	
	Chipley	
	Ebro	
	Vernon	
	Wausau	

0.00%

100.00%

2026 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 732111

Entity Name: WAYSIDE HOUSE, INC.

Current Principal Place of Business:

378 N.E. 6TH AVENUE
DELRAY BEACH, FL 33483

Current Mailing Address:

378 N.E. 6TH AVENUE
DELRAY BEACH, FL 33483

FEI Number: 59-1590644

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MCWHORTER, LISA G
378 NE 6TH AVE
DELRAY BEACH, FL 33483 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: LISA G MCWHORTER

02/19/2026

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title VP
Name POTTS, ELIZABETH
Address 378 N.E. 6TH AVENUE
City-State-Zip: DELRAY BEACH FL 33483

Title PRESIDENT
Name WOLFE, JESSICA
Address 378 N.E. 6TH AVENUE
City-State-Zip: DELRAY BEACH FL 33483

Title ED
Name MCWHORTER, LISA
Address 378 NE 6 AVENUE
City-State-Zip: DELRAY BEACH FL 33483

Title TREASURER
Name MARKOFF, JACQUELINE
Address 378 N.E. 6TH AVENUE
City-State-Zip: DELRAY BEACH FL 33483

Title SECRETARY
Name JONES, WHITNEY
Address 378 N.E. 6TH AVENUE
City-State-Zip: DELRAY BEACH FL 33483

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LISA MCWHORTER

CEO

02/19/2026

Electronic Signature of Signing Officer/Director Detail

Date

2026 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 732111

Entity Name: WAYSIDE HOUSE, INC.

Current Principal Place of Business:

378 N.E. 6TH AVENUE
DELRAY BEACH, FL 33483

Current Mailing Address:

378 N.E. 6TH AVENUE
DELRAY BEACH, FL 33483

FEI Number: 59-1590644

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MCWHORTER, LISA G
378 NE 6TH AVE
DELRAY BEACH, FL 33483 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: LISA G MCWHORTER

02/19/2026

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title VP
Name POTTS, ELIZABETH
Address 378 N.E. 6TH AVENUE
City-State-Zip: DELRAY BEACH FL 33483

Title PRESIDENT
Name WOLFE, JESSICA
Address 378 N.E. 6TH AVENUE
City-State-Zip: DELRAY BEACH FL 33483

Title ED
Name MCWHORTER, LISA ✓
Address 378 NE 6 AVENUE
City-State-Zip: DELRAY BEACH FL 33483

Title TREASURER
Name MARKOFF, JACQUELINE
Address 378 N.E. 6TH AVENUE
City-State-Zip: DELRAY BEACH FL 33483

Title SECRETARY
Name JONES, WHITNEY
Address 378 N.E. 6TH AVENUE
City-State-Zip: DELRAY BEACH FL 33483

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LISA MCWHORTER

CEO

02/19/2026

Electronic Signature of Signing Officer/Director Detail

Date

