

PURCHASE ORDER AGREEMENT 2

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and Hernando County Board of County Commissioners herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

Effective and Ending Dates. The terms of this Agreement shall be effective January 1, 2024 and shall continue through June 30, 2024.

This document provides direction and guidance for administration, implementation, and management of **Florida's Coordinated Opioid Recovery (CORE) Network of Addiction Care** in Hernando County.

Services to be Provided. This scope of work is for the Contractor to provide a paramedicine program within Hernando County and provide new services to residents with substance abuse issues, specifically assisting with detoxification of opioid addiction. Hernando County Fire Rescue is equipped to provide critical first response to stabilize patients and coordinate with partner agencies to provide long-term care for the target population. The Contractor will provide critical care to stabilize patients in the first 72 hours post-overdose event with the handoff to a participating mental health counseling and/or peer support agency to develop a long-term care plan and assist with holistic recovery. Paramedics will complete in-home visits, conduct risk assessments, complete interventions/monitoring, assist with medical management to transition off opioid, and connect families/patients with wraparound social services to address larger needs.

Section 1. Financial Consideration

1.1. Award Amount

Hernando County Board of County Commissioners has been awarded an amount not to exceed the **LSF approved Exhibit C and D - Projected Operating and Capital Budget** for costs associated with administration of the services at its agency. Funding will be provided through OCA MSOCR - ME Opioid TF Coord Opioid Recovery Care and/or OCA MSOTR - ME Opioid TF Treatment and Recovery. This award is subject to the availability of funds from the Department of Children and Families (DCF).

1.2. Budget

- 1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.
- 1.2.2 All budgets and revisions thereto are subject to approval by LSF.
- 1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.
- 1.2.4 Approved budgets shall be maintained in the official agreement file.
- 1.2.5 Modifications to the approved budget may not be effective retroactively.

1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

- 1.3.1 The total monthly payment amount shall be one-ninth of the fixed rate portion of the contract and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.

- 1.3.1.1 The Contractor shall submit a quarterly **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports** after the third quarter depending on the Contractor's rate of spending.

- 1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

- 1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.

- 1.3.1.4 All reports as required in Section 2.4 Required Reporting.

- 1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

- 1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

Section 2. Program Administration

- 2.1. CORE will be administered according to DCF Guidance 41, which can be found at following link using the applicable fiscal year: <https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.

- 2.2. CORE program requirements are as follows:

- 2.2.1 Provide a 24/7 access point where an individual can access medication assisted treatment (MAT), including weekends.

- 2.2.2 Ensure a clinic provider is available to receive individuals in need of services from the 24/7 access point, and that first responders can provide MAT until the individual can be seen in the clinic.

- 2.2.3 Provide treatment for co-morbid alcohol and benzodiazepine use disorders.

- 2.2.4 Ensure individuals receiving services have access to higher levels of care if needed, including outpatient detox.
- 2.2.5 Ensure the availability of clinical experts in addiction medicine, including licensed therapists in outpatient services and access to primary care for all individuals served.
- 2.2.6 Perform necessary lab work on all individuals to identify any infectious diseases.
- 2.2.7 Ensure individuals served have access to psychiatric care at the providers clinic or in the community.
- 2.2.8 Ensure availability of peer support staff to assist in navigating the CORE network and other supportive services needed.
- 2.2.9 Ensure care coordination is available based on an individual's need.
- 2.2.10 Ensure access to a variety of MAT, including buprenorphine (Buprenorphine) and Vivitrol, and referrals for methadone, if appropriate.
- 2.2.11 Capacity to continue prescribing MAT as long as the prescriber determines the medication is clinically beneficial, without any arbitrary limits on length of care.
- 2.2.12 Approach to dosing MAT that considers the specific circumstances and use pattern of the individual.
- 2.2.13 Availability to test biological specimens (e.g., urine, blood, hair) for fentanyl at the 24/7 access point and the receiving clinic.
- 2.2.14 Network Service Providers, Emergency Medical Providers, and Hospital Emergency Departments shall use the established clinic intake process.
- 2.2.15 Network Service Providers, Emergency Medical Providers, and Hospital Emergency Departments shall use the established protocol for induction on buprenorphine.
- 2.2.16 Naloxone kits shall be available to individuals without specific conditional requirements.
- 2.2.17 Provide access to group and individual therapy and recovery support groups facilitated by recovery peer specialists, where appropriate.
- 2.2.18 Procedures to address phases of treatment.
- 2.2.19 Ability to provide care to pregnant and parenting women.
- 2.2.20 Consistent monitoring of outcome measures and data including the use of the Brief Addiction Monitoring (BAM) tool and reporting as outlined in the DCF Guidance 41.
- 2.3. Service Tasks: Contractor will perform the following tasks in the time and manner specified:
 - 2.3.1 Provide a Program Supervisor and two Paramedics who will provide critical care to stabilize patients in the first 72 hours post-overdose event with the handoff to a participating mental health

counseling and/or peer support agency to develop a long-term care plan and assist with holistic recovery.

2.3.1.1 Paramedics will complete in-home visits, conduct risk assessments, complete interventions/monitoring, assist with medical management to transition off opioid, and connect families/patients with wraparound social services to address larger needs.

2.3.2 Meet the following program outcomes:

2.3.2.1 Reduce the number of 911 calls and emergency room visits for NARCAN usage.

2.3.2.2 Increase awareness and utilization of transitional recovery programs to assist with long-term opioid addiction recovery.

2.3.2.3 Increase collaboration among partner agencies and HCFR to assist with other barriers to health care (i.e. health insurance, housing, transportation, etc.)

2.3.2.4 Increase education and awareness of opioid addiction and strategies to address.

2.3.3 Provide a monthly status report by the 8th of the following month that includes:

2.3.3.1 Total number of opioid overdose calls received where Narcan is used.

2.3.3.2 Total number of residents who voluntarily enroll in the program.

2.3.3.3 Total number of residents who enter into long-term recovery programs.

2.3.3.4 Total number of referrals to wrap-around services by type.

2.3.3.5 Self-evaluation pre and post program of citizens trained in the identification of an overdose and the use of naloxone.

2.3.4 Collaborate with LSF on the establishment of processes for evaluation, measurement and reporting of qualitative and quantitative metrics for CORE partners as required by DCF.

2.3.5 Facilitate the execution of a Memorandum of Understanding (MOU) with the appropriate Federally Qualified Health Center (FQHC), County Health Department (CHD), publicly funded medical clinic, or tax-assisted hospital.

2.4. Required Reporting

2.4.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8th of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly after the third quarter depending on the Contractor's rate of spending.

2.4.2 **Monthly Status Report:** This report shall be submitted on or before the 8th of the month following the month of service as outlined in Section 2.3 Service Tasks.

- 2.4.3 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8th of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.
- 2.4.4 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.
- 2.4.5 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

Section 3. Documentation

3.1. Cost

- 3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.
- 3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.
- 3.1.3 Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin and destination.
- 3.1.4 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.2. Services Rendered

- 3.2.1. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.
- 3.2.2. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

Section 4. Miscellaneous**4.1. Employment Screening**

4.1.1. The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

- i. Employment history check,
- ii. Fingerprinting for all criminal record checks,
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),
- iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and
- v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
- vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/.

4.2. Representations

- 4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.
- 4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that Contractors have the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.
- 4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached

hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

4.3. Terms and Conditions

- 4.3.1. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

4.4. Business Associates

- 4.4.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

4.5. Insurance

- 4.5.1. The Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Contract. The Managing Entity and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- 4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- 4.5.3. Upon the execution of this Contract, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Contract.
- 4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.
- 4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including

premises, fire and legal liability to cover the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

- 4.5.6. If in the course of the performance of its duties under this Contract any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.
- 4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.
- 4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

4.6. Indemnification

- 4.6.1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.
- 4.6.2. The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising

from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents or contractors.

- 4.6.3. The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.
- 4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.7. Governing Law and Compliance

4.7.1. Governing Law

- 4.7.1.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

4.7.2. Florida Regulatory Governance

- 4.7.2.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

4.7.3. Corporate Compliance

- 4.7.3.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible

for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

4.7.4. General Provisions

4.7.4.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

4.9.6 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in the Notice section. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

4.9.8 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either

oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

4.9.9 Cancellation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's' rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this eleven-page Agreement to be effective this 1st day of January 2024.

Hernando County Board of County Commissioners **Lutheran Services Florida, Inc. d/b/a LSF Health Systems**

 2-27-2024
Signature Date

Signature Date

Elizabeth Naverud Chair
Printed Name Title

Dr. Christine Cauffield CEO
Printed Name Title

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): 59-1155275

Contractor FY Ending Date: 09-30-24

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office