GRANT AGREEMENT WITH PROVIDER
TO COMBAT OPIOID ABUSE IN HERNANDO COUNTY

THIS GRANT AGREEMENT is entered into by and between HERNANDO COUNTY, a political subdivision of the State of Florida, with an address of 15470 Flight Path Drive, Brooksville, Florida 34604, by and through its Board of County Commissioners, herein referred to as the "COUNTY," and Operation PAR, Inc, a Florida not-for-profit corporation with an address of 6655 66th Street N, Pinellas Park, FL 33781, herein referred to as the "PROVIDER," to combat opioid abuse in Hernando County, Florida.

WITNESSETH:

WHEREAS, both the COUNTY and the State of Florida (the "State") filed lawsuits against certain opioid manufacturers and distributors and retail pharmacies seeking compensatory damages for the costs that the County and the State incurred combating opioid addition; and,

WHEREAS, the State subsequently negotiated settlements on its own and local governments' behalf with the opioid manufacturers, distributors, and retail pharmacies that were named as defendants in the above-referenced lawsuits; and,

WHEREAS, the COUNTY subsequently approved the Florida Opioid Allocation and Statewide Response Agreement (the "Allocation Agreement"), a copy of which is attached hereto as Attachment "A," which establishes that the COUNTY shall receive an allocation of the settlement funds over an 18-year period; provided, that the COUNTY uses the funds for certain "Core Strategies" and "Approved Uses," as those terms are defined in the Allocation Agreement; and,

WHEREAS, on January 31, 2025, the Hernando County Housing and Supportive Services requested applications from community partners for grants, derived from the County's distribution from the City/County Fund, to combat opioid use in Hernando County; and,

WHEREAS, following a competitive process, the Hernando County Board of County Commissioners selected the Provider to receive a grant on May 13, 2025.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

1. The above-stated recitals are incorporated herein by reference and made a part of this Grant Agreement.

ARTICLE 2. DEFINITIONS

The following definitions shall apply to this Grant Agreement.

2.1. Application means the application, and all materials attached thereto, submitted by the PROVIDER to the COUNTY associated with the PROVIDER seeking a Grant, including any and all verbal representations made by the PROVIDER in connection therewith. A copy of the Application is attached hereto as Attachment "B" and is incorporated into this Grant Agreement.

2.2. Contract Administrator means the Manager of the Hernando County Health and Human Services, or other person designated in writing by the County Administrator.

2.3. County Administrator means the administrative head of the County appointed by the Hernando County Board of County Commissioners.

2.4. Core Strategies and Approved Uses shall have meanings as is provided for the terms in the Allocation Agreement.

2.5. Grant Activities mean the Core Strategies and Approved Uses that the PROVIDER will undertake with the Grant Funds.

2.6. Grant Funds means the money that the COUNTY will provide to the PROVIDER pursuant to this Grant Agreement.

ARTICLE 3. ALLOCATION

3. The PROVIDER is allocated a total sum of **Two Hundred Fourteen Thousand and Seventy-Four and 02/100 Dollars ($214,074.02)** herein referred to as the "Allocated Sum," by the COUNTY, in consideration for the performance of the duties as indicated in Articles 4 and 5.

ARTICLE 4. GRANT AWARD

4.1. Grant Award. The COUNTY shall provide the Grant Award to the PROVIDER for its use towards the Core Strategies and Approved Uses, as those terms are defined in the Allocation Agreement, as set forth in the Application.

4.2. Grant Award Uses; Recipient Application Accuracy. The PROVIDER shall only utilize the Grant Award, whether in whole or in part, for Core Strategies and Authorized Uses, as stated in the Application. The PROVIDER represents and warrants that all information included in the Application is true and correct, and that it is expressly prohibited from using any portion of the Grant Award for any purpose other than the uses stated in the Application.

ARTICLE 5. PERFORMANCE, SUBCONTRACTS, AND AMENDMENTS

5.1. Expenditure Deadline. The PROVIDER shall spend or commit all of the Grant

Funds on or before (365 days) from the grant execution date (the "Expenditure Deadline"). Any Grant Funds not spent or committed by the Expenditure Deadline shall revert to the COUNTY and this Grant Agreement shall terminate. An extension of the Expenditure Deadline may be requested in writing from the County Administrator at least (90) business days prior to the Expenditure Deadline. The County Administrator, at his or her discretion, may grant an extension of up to (60 days) from the Expenditure Deadline. Additional extensions may be authorized by the County Administrator if the PROVIDER can document in a written request sufficient cause for such an extension to be warranted.

5.2. Report Deadline. To demonstrate that the Grant Funds have been used in accordance with this Grant Agreement, the PROVIDER must submit to the County Administrator or their designee a written report documenting that the PROVIDER is meeting or has fulfilled all of the applicable financial, performance, and progress reports on the funded project. This report is to be received by the County Administrator or their designee monthly by the 15th of the month for activities conducted in the prior month from the date funds are distributed through the termination of the grant agreement. The PROVIDER shall also submit a written report to the County Administrator or their designee on or prior to September 30th of each year from the time of the execution of this Grant Agreement through the termination of this Grant Agreement demonstrating that the PROVIDER is fulfilling, or has fulfilled, its purpose, and has complied with all applicable Hernando County, state, and federal requirements. The County Administrator may also request that a compilation statement or independent financial audit and accounting for the expenditure of Grant Funds be prepared by an independent certified public accountant at the expense of the PROVIDER. In the event that the PROVIDER fails to submit the required reports as required above, the County Administrator may terminate this Grant Agreement in accordance with Article 7. Further, the County Administrator must approve these reports for the PROVIDER to be deemed to have met all conditions of this Grant Award.

5.3. Program Monitoring and Evaluation. The County Administrator, their designee, analyst, and Contract Administrator may monitor and conduct an evaluation of the PROVIDER's operations, which may include visits by County representatives to: PROVIDER's programs, procedures, and operations; discuss the PROVIDER's programs with the PROVIDER's personnel; and evaluate the public impact of the PROVIDER's programs. Upon request, the PROVIDER shall provide the County Administrator with notice of all meetings of its Board of Directors or governing board.

5.4. Payments. For its performance under this Grant Agreement, the Grant Funds shall be distributed to the PROVIDER in two equal payments, the first payment distribution within sixty (60) days of execution of this Grant Agreement, and the second payment distribution shall be made (6) months after the execution date of this Grant Agreement. Prior to the second payment, the PROVIDER shall provide the COUNTY a complete accounting as to how the first payment has been spent. The PROVIDER shall provide the COUNTY a complete accounting as to how the second payment has been spent within 30 days of the expenditure deadline.

5.5. Contracts and Subcontracts; Laws. The PROVIDER shall not enter into any contracts or subcontracts in the performance of this Grant Agreement that would affect the COUNTY's financial contribution without prior notice and written consent of the Contract

Administrator. Notice and consent for such contracts and subcontracts may be provided through electronic communications or United States Postal Service. All contracts or subcontracts made by the PROVIDER shall be made in accordance with all applicable Hernando County, State, and Federal laws, rules, and regulations stipulated in this Grant Agreement, and in strict accordance with all terms, covenants, and conditions in this Agreement.

5.6. Subcontract Monitoring. If applicable, the PROVIDER shall monitor all subcontracted services on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Such summaries and documents shall be submitted to the COUNTY upon request.

5.7. Amendments. The COUNTY or the PROVIDER may amend this Grant Agreement provided that such amendments make specific reference to this Grant Agreement and are executed and approved in writing by the governing bodies of each party. Such amendments shall not invalidate this Grant Agreement, nor relieve or release the COUNTY or the PROVIDER from its obligations under this Grant Agreement or change the independent agency status of the PROVIDER. The COUNTY may, at its discretion, amend this Grant Agreement to conform with Hernando County, State, or Federal, guidelines or policies, available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or the schedule of activities to be undertaken as part of this Grant Agreement, such modifications will be incorporated only by written amendment signed by both the COUNTY and the PROVIDER.

ARTICLE 6. TERM

6. The term of this agreement is July 1, 2025, through June 30, 2026 , at which time this Grant Agreement shall automatically terminate unless an extension is agreed upon by both parties in writing for an additionally agreed upon period. Failure to comply with the conditions set forth herein will result in a breach of contract and damages shall be payable to the COUNTY in the amount of the Grant Funds.

ARTICLE 7. TERMINATION AND SUSPENSION

7.1. Termination for Cause. Either party may terminate this Grant Agreement with cause. Cause shall include, but is not limited to, failure to strictly comply with all applicable Hernando County, State, and Federal rules and regulations, or any substandard performance as described herein. In the event of substandard performance, the COUNTY shall notify the PROVIDER in writing of such substandard performance, and the PROVIDER shall take corrective action within sixty (60) days from receipt of the notice from the COUNTY, which shall constitute the initial sixty (60) days cure period. If applicable, upon termination of this Grant Agreement for any reason, all Grant Funds that have been delivered to the PROVIDER by the COUNTY, but have not been expended, including any interest accrued from the effective date of this Grant Agreement until termination, must be returned to the COUNTY no later than ninety (90) days from delivery of the Notice of Termination of this Grant Agreement. The PROVIDER will be compensated for any work successfully completed prior to the Notice of Termination.

7.2. Suspension. In lieu of termination, upon a finding of cause, as defined in this article, the COUNTY may suspend this Grant Agreement and withhold any payment of the Grant Funds until such time as the PROVIDER is found to be in compliance by the COUNTY.

7.3. Repayment. The Provider shall repay the COUNTY all or a portion of the Grant Funds if (a) the Provider fails to complete the Grant Activities or a portion of the Grant Activities in accordance with the terms and conditions of this Grant Agreement, (b) the COUNTY determines, in its sole discretion and judgment, that the PROVIDER has failed to maintain scheduled progress of the Grant Activities, thereby endangering the timely performance of this Grant Agreement, or (c) a provision or provisions of this Grant Agreement setting forth the requirements or expectations of a deliverable resulting from the Grant Activities is held to be invalid, illegal, or unenforceable during the term of this Grant Agreement, contingent upon processes followed under Article 15. Should any of the above conditions exist that require the PROVIDER to repay the COUNTY, this Grant Agreement shall terminate in accordance with the procedure set forth herein.

ARTICLE 8. NOTICES

8. All notices, consents, waivers, demands, requests or other instruments required or permitted by this Grant Agreement shall be deemed to have been sufficiently served if the same shall be in writing and placed in the United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid and addressed to the other party hereto at the address shown on page 1 hereof.

ARTICLE 9. PROGRAM RECORDS, AUDIT, AND DOCUMENTS

9.1. Records Retention. Each party shall maintain all such records and documents for at least five (5) years following termination date of this Grant Agreement.

9.2. Public Records. The PROVIDER shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the PROVIDER shall (a) keep and maintain those public records required by the COUNTY hereunder to perform the service under the 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 for under Florida's Public Records law; (c) ensure that the 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 contract term and following completion of the contract if the PROVIDER does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the PROVIDER. Upon transfer, the PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the Information Technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, OFFICE OF THE PUBLIC INFORMATION COORDINATOR, AT TELEPHONE NUMBER (352) 540-6426, E-MAIL ADDRESS: publicinformation@co.hernando.fl.us; 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FLORIDA 34604.

Under Florida law, in the event that the PROVIDER fails to provide the public records to the COUNTY within a reasonable time, the PROVIDER may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Grant Agreement and may serve as grounds for termination of this Grant Agreement. Such records shall be and remain available at the PROVIDER's place of business at all reasonable times during the term of this Agreement and for five (5) years after Agreement termination.

9.3. Audit. Payments made to the PROVIDER under this Grant Agreement shall be refunded to the COUNTY for amounts found to be not allowable under this Grant Agreement by an audit.

9.4. Upon request by the COUNTY, the PROVIDER shall provide the COUNTY with electronic or hardcopies of all data, reports, models, studies, maps, or other documents that result from the Grant Activities or this Grant Agreement. This subparagraph shall survive the expiration or termination of this Grant Agreement.

ARTICLE 10. RISK, LIABILITY, AND INDEMNITY

10.1. To the extent permitted by Florida law, the PROVIDER assumes all risks relating to the Grant Activities and agrees to be solely liable for and to indemnify and hold the COUNTY harmless from all claims, loss, damage, and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the operation or implementation of the Grant Activities; provided, however, that the PROVIDER shall not indemnify for that portion of any loss or damage proximately caused by the negligent act or omission of the COUNTY'S officers, employees, and agents. The acceptance of the COUNTY'S funding by the PROVIDER does not in any way constitute an agency relationship between the COUNTY and the PROVIDER.

10.2. The PROVIDER agrees to indemnify and hold the COUNTY harmless from all claims, loss, damage, and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the PROVIDER's officers, employees, contractors, and agents related to its performance under this Grant Agreement.

10.3. This Risk, Liability and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Grant Agreement.

10.4. The PROVIDER shall at all times remain an independent agency and shall have no power, nor shall the PROVIDER represent that the PROVIDER has any power, to bind the COUNTY or to assume or to create any obligation expressed or implied on behalf of the COUNTY.

ARTICLE 11. RELEASE OF INFORMATION AND RECOGNITION

11.1. The parties agree not to initiate any oral or written media interviews or issue press releases on or about the Grant Activities without providing notices or copies to the other party.

11.2. The PROVIDER shall recognize the COUNTY's funding in any reports, studies, maps, marketing material, or other documents resulting from this Grant Agreement, and the form of said recognition shall be subject to the COUNTY's approval. The adopted COUNTY logo shall be used on all collateral materials where feasible.

ARTICLE 12. NO ASSIGNMENT

12. Except as otherwise provided in this Grant Agreement, no party may assign any of its rights or delegate any of its obligations under this Grant Agreement, including any operation or maintenance duties related to the Grant Activities, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Grant Agreement.

SECTION 13. APPLICABLE LAW; VENUE; ATTORNEY'S FEES; JURY TRIAL WAIVER

13.1. This Grant Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the PROVIDER and the COUNTY, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Any dispute, claim, or action arising out of or related to this Agreement shall be brought solely in civil court located in Hernando County, Florida. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of or related to this Agreement.

13.2. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS GRANT AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

ARTICLE 14. SEVERABILITY

14. If any provision or provisions of this Grant Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Grant Agreement setting forth the requirements or expectations of deliverables resulting from the Grant Activities are held to be invalid, illegal, or unenforceable during the term of this Grant Agreement, this Grant Agreement shall terminate in accordance with Article 7. This Paragraph shall survive the expiration or termination of this Agreement.

ARTICLE 15. DEFAULT

15. Either party may terminate this Grant Agreement upon the other party's failure to comply with any term or condition of this Grant Agreement, including the failure to meet task deadlines established in this Grant Agreement, as long as the terminating party is not in default of any term or condition of this Grant Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within sixty (60) days after receiving the Notice of Termination, this Grant Agreement shall automatically terminate. If a default cannot reasonably be cured in sixty (60) days, then the sixty (60) days may be extended for an additional thirty (30) days at the non-defaulting party's discretion if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Grant Agreement.

ARTICLE 16. NO THIRD-PARTY BENEFICIARIES

16. This Grant Agreement is made for the sole benefit of the parties hereto and their respective successors, including any successor-in-interest to the PROVIDER's interest in the Grant Activities, and is not intended to and shall not benefit any third-party. No third-party shall have any rights hereunder or as a result of this Grant Agreement or any right to enforce any provisions of this Grant Agreement.

ARTICLE 17. ENTIRE AGREEMENT

17. This Grant Agreement and the attached documents listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Grant Agreement.

ARTICLE 18. DOCUMENTS

18. The following documents are attached and made a part of this Grant Agreement: the Allocation Agreement as Attachment "A," and the Application as Attachment "B." In the event of a conflict of contract terminology, priority shall first be given to the language in Attachment "A," then to the body of this Grant Agreement, and then to Attachment "B."

ARTICLE 19. MISCELLANEOUS

19.1. Neither the PROVIDER nor its employees may have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the PROVIDER's loyal and conscientious exercise of judgment and care related to its performance under the Grant Agreement. During the term of the Grant Agreement, none of the PROVIDER's officers or employees will serve as an expert witness against the COUNTY in any legal or administrative proceeding in which he, she, or the PROVIDER is not a party, unless compelled by court process. Further, such persons may not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests

of the COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section do not preclude the PROVIDER or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If the PROVIDER is permitted in accordance with the Grant Agreement to utilize subcontractors in connection with the Grant Agreement, the PROVIDER must require the subcontractors, by written contract, to comply with the provisions of this section to the same extent as the PROVIDER.

19.2. Materiality and Waiver of Breach. Each requirement, duty, and obligation stated in the Grant Agreement was bargained for at arm's length and is agreed to by the parties. Each requirement, duty, and obligation stated in the Grant Agreement is substantial and important to the formation of the Grant Agreement, and each is, therefore, a material term of the Grant Agreement. The COUNTY's failure to enforce any provision of the Grant Agreement is not a waiver of such provision or modification of the Grant Agreement. A waiver of any breach of a provision of the Grant Agreement is not a waiver of any subsequent breach and is not to be constructed as a modification of the terms of the Grant Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the party.

19.3. Compliance with Laws. The PROVIDER and the Grant Activities must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

19.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into the Grant Agreement, nothing in the Grant Agreement is intended to serve as a waiver of sovereign immunity by the COUNTY nor shall anything included therein be construed as consent by the COUNTY to be sued by third parties. The COUNTY is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

19.5. Voluntary Execution; Role of Legal Counsel. The PROVIDER and the COUNTY acknowledge that the Grant Agreement is freely and voluntarily executed after the PROVIDER had an opportunity to review the Grant Agreement, and that the PROVIDER had adequate opportunity to consult with and receive the advice of counsel before entering into the Grant Agreement.

19.6. Interpretation. The titles and headings contained in this Grant Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of the Grant Agreement. Terms such as "therein" and "thereof" refer to the Grant Agreement and/or Grant Program Terms as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of the Grant Award Terms and/or Grant Agreement, such reference is to the section or article, including all the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such a section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

19.7. Prior Agreements. The Grant Agreement represents the final and complete understanding of the parties regarding the subject matter contained in the Grant Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of the Grant Agreement that is not contained in the written document.

19.8. Payable Interest.

19.8.1. Payment of Interest. The COUNTY is not liable to pay any interest to the PROVIDER for any reason, whether as prejudgment interest or for any other purpose, and in furtherance of that purpose, the PROVIDER waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with the Grant Agreement. This section does not apply to any claim for interest, including for post judgment interest, if such application would be contrary to applicable law.

19.8.2. Rate of Interest. If the preceding section is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by the COUNTY under the Grant Agreement, whether as prejudgment interest or for any other purpose, will be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

19.9. Representation of Authority. The PROVIDER represents and warrants that the Grant Agreement constitutes the legal, valid, binding, and enforceable obligation of the PROVIDER, and that neither the execution nor performance of the Grant Agreement constitutes a breach of any agreement that the PROVIDER has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to the PROVIDER. The PROVIDER further represents and warrants that execution of the Grant Agreement is within the PROVIDER's legal powers, and each individual executing the Grant Agreement on behalf of the PROVIDER is duly authorized by all necessary and appropriate action to do so on behalf of the PROVIDER and does so with full legal authority.

19.10. Contingency Fee. The PROVIDER represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for the PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Grant Agreement.

19.11. Nondiscrimination. The PROVIDER may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, or pregnancy in the performance of the Grant Agreement. The PROVIDER will include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

19.12. Remedies Cumulative. Failure by the PROVIDER to carry out any of the requirements of the Grant Agreement, or any documents incorporated into the Grant Agreement,

constitutes a material breach of the Grant Agreement, which will permit the COUNTY to terminate the Grant Agreement for cause or to exercise any other remedy provided under applicable law or the Hernando County Code of Ordinances, all such remedies being cumulative.

19.13. Force Majeure. If the COUNTY's performance of any obligation under the Grant Agreement (or any document incorporated therein) is prevented or delayed by reason of hurricane, earthquake, epidemic, pandemic, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency (including, without limitation, by the COUNTY), the COUNTY, upon giving prompt notice to the PROVIDER, will be excused from such performance to the extent of such prevention, if the COUNTY has first taken reasonable steps to avoid and remove the cause of nonperformance and continues to take reasonable steps to avoid and remove such cause, and promptly notify the PROVIDER in writing and resume performance in accordance with the Grant Agreement whenever such causes are removed; if such nonperformance exceeds sixty (60) days, the COUNTY shall have the right to terminate the Grant Agreement upon written notice to the PROVIDER, with the PROVIDER waiving any and all rights or claims associated therewith. This section does not supersede or prevent the exercise of any right the parties may otherwise have to terminate the Grant Agreement.

19.14. Regulatory Capacity. Notwithstanding that the COUNTY is a political subdivision with certain regulatory authority, the COUNTY's performance under the Grant Agreement is as a party to the Grant Agreement. If the COUNTY exercises its regulatory authority, the exercise of the authority and the enforcement of any rules, regulation, laws, and ordinances will have occurred in accordance with the COUNTY's regulatory authority as a governmental body separate and apart from the Grant Agreement and will not be attributable to the COUNTY as a party to the Grant Agreement.

19.15. Truth-In-Negotiation Representation. The Grant Award awarded to the PROVIDER is based upon its representations to the COUNTY in, among other materials submitted to the COUNTY, financial documents and reports provided to the COUNTY as required by the Grant Agreement, as well as those contained in the PROVIDER's Application and statements made by the PROVIDER to the COUNTY during the application process. The PROVIDER certifies that all such information is accurate, complete, and current as of when the same is submitted to the COUNTY. The PROVIDER will promptly provide the COUNTY with written notice and details of any new information which renders any representations previously made by the PROVIDER inaccurate, out of date, or incomplete. The COUNTY reserves the right to reduce the Grant Funds based on updated information provided by the PROVIDER.

19.16. Use of Logo. Except as noted in the Grant Agreement, the PROVIDER may not use the COUNTY's name, logo, or otherwise refer to the Grant Agreement in any marketing or publicity materials without the prior written consent of the COUNTY.

19.17. Singular/Plural. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

19.18. Approval by Board. This Grant Agreement requires approval by the Hernando County Board of County Commissioners at a duly noticed public hearing as a condition precedent

to its execution by the County. At such meeting, the Board of County Commissioners reserves the right to approve, deny, or modify this Grant Agreement, in whole or part, for any reason or no reason. Furthermore, the failure of the Board of County Commissioners to act upon, or to act favorably on, this Grant Agreement shall not be actionable in any manner or grounds for any claim or dispute.

WHEREFORE, the Parties hereto have set their hands and seals on the dates so indicated below.

HERNANDO COUNTY,
a political subdivision of the State of Florida

ATTEST:

Doug A. Chorvat, Jr., Clerk

SEAL

Brian Hawkins, Chairman

May 13, 2025
Date

Operation PAR, Inc.
a Florida not-for-profit corporation

Signature

Larry McArthur - COO
Name and title

6/4/2025
Date

Approved as to legal form and sufficiency for
the reliance of Hernando County only.
(LR 22-567-3) By: _____
County Attorney' s Office

EXHIBIT A

FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

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

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

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

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

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

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

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

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

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

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Terms

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

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

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

participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

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

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

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

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

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

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

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

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be

deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

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

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

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

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

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

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

(c) Appointments State -

(i) The Governor shall appoint two Members.

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

(iii) The Senate President shall appoint one Member.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Develop and utilize standardized monitoring tools;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

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

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

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

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

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

C. Other Terms and Conditions

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

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

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA

Jeffrey W. Rogers 12/3/2021

Jeffrey W. Rogers

County Administrator

_____ 11/15/2021

By: _____ DATED

Its: _____

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

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

STATE OF FLORIDA

John Guard 11/15/2021

By: John Guard **DATED**

Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

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

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

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

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

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

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

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

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

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

C. Pregnant & Postpartum Women

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

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

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

D. Expanding Treatment for Neonatal Abstinence Syndrome

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

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

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

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

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

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

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

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

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

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

F. Treatment for Incarcerated Population

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

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

G. Prevention Programs

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

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

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

4. Funding for community drug disposal programs; and

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

H. Expanding Syringe Service Programs

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

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

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

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

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

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

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

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

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

14. Create and/or support recovery high schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

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

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

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

    a. Increase the number of prescribers using PDMPs;

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

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

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

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Fund media campaigns to prevent opioid misuse.

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

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

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

6. Public education relating to emergency responses to overdoses.

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

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

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

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

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

K. TRAINING

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

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

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

L. RESEARCH

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

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

2. Research non-opioid treatment of chronic pain.

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

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

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

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

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

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

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

EXHIBIT C

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

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

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

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

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
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	Monticello		0.003237478783%
Lafayette		0.031911772076%	
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	Mayo		0.000355886619%
Lake		1.139211224519%	
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	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
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	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

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

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

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

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

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

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

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

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

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

EXHIBIT B

All Sections must be complete for application to be considered for conditional award. This includes information listed under Applicant Information and the certification.

Applicant Information

Organization Name: Operation PAR, Inc.	Authorized Organization Representative Name/Title: Jim Miller, CEO
Address: 6655 66th St N	Telephone 727-545-7564
City, State, ZIP Pinellas Park, FL 33781	Organization Website www.operationpar.org
Contact Person Name and Title Jon Essenburg, Chief Business Officer	Federal ID Number: 59-1349234
Contact Person Email jessenburg@operpar.org	DUNS # (Not required) : 089277602 UEI: C13SMME1FRE6

3. Certification

To the best of my knowledge, I certify that the information in this application is true and correct and that the document has been duly authorized by the governing body of the applicant. I also certify that I am aware that providing false information on the application can subject the individual signing such application to criminal sanctions. I further certify that I am authorized to submit this application and have followed all policies and procedures of my agency regarding grant application submissions.

Authorized Organization Representative: Jim Miller, CEO

Signature: _____

Typed Name: Jim Miller

Title: CEO Date: 2/28/25

A. Population of Focus and Statement of Need

A1. Operation PAR will increase access to medication-assisted treatment (MAT) through our existing program, located in Spring Hill, FL. This program is open to all residents of Hernando County, age 18 or older, with an opioid use disorder. Additionally, our proposed program will expand MAT and peer support services to individuals with opioid use disorders incarcerated at the Hernando County Jail through our mobile MAT unit. Program participants will be identified and recruited through the general public, community partners, and the Hernando County Sheriff's Office.

Funding requested for this program will be limited to residents of Hernando County who are low- to moderate-income (up to 150% of Federal Poverty Rate) who do not otherwise have means to pay for treatment. The population served has significant socioeconomic challenges and is representative of the adult population of Hernando County. According to the US Census Bureau (2024), approximately 50% of Hernando County residents are between the ages of 18 and 64. 88% of residents identify as White (72% as White, non-Hispanic). 90% of residents aged 25 or older have graduated from high school, while only 20% have a bachelor's degree or higher. Approximately 14% of residents under age 65 lack health insurance (2022 SAHIE). 12% of residents are in poverty (2023 SAIPE).

A2. Florida Department of Health (FLHealthCHARTS) reports the state is observing a reduction in the rate of opioid overdose (fatal and non-fatal). While this is positive, Hernando County has not necessarily fully experienced the benefits of this trend. Opioid-involved overdose deaths decreased from 36.1 per 100,000 population to 22 between 2021 and 2022 (FDLE) and appear to be leveling out with 7 deaths reported in Q4 2022, 6 deaths in Q1 2023, and 7 deaths in Q2 2023 (FDLE). While non-fatal opioid-related overdose *visits to hospital emergency departments* decreased from 218 to 144 between 2022 and 2023 (FL AHCA), non-fatal opioid-involved overdose *hospitalizations* increased from 91 to 106 between 2022 and 2023 (FL AHCA).

Operation PAR's Hernando Medication Assisted Patient Services (MAPS) program uses a comprehensive approach and plays a crucial role in addressing the diverse needs of our community. By integrating safe and effective medications for opioid use disorder, including methadone, buprenorphine, and Vivitrol (naltrexone) with counseling and behavioral therapy, MAPS aims to mitigate the risk of relapse and overdose. Hernando MAPS currently serves approximately 550 individuals and is looking to expand to provide additional services to individuals incarcerated at Hernando County Jail. Hernando County Sheriff's Office estimates approximately 4 to 5 individuals enter the jail each week who may benefit from ongoing opioid use disorder treatment services. Currently, only individuals previously enrolled in a MAT program are able to continue their medical treatment while incarcerated. Unfortunately, the program is not currently available to new enrollees, meaning individuals with active substance use disorder who are not already receiving MAT may experience potentially dangerous withdrawal. The expansion of MAT services using Operation PAR's mobile unit would allow MAT services to be administered to all inmates diagnosed as having OUD regardless of whether or not they are currently receiving MAT services. Hernando MAPS services would be provided on site at the jail and post re-entry to the community.

B. Proposed Implementation Approach

B1. The general objective of the MAPS program is to prevent opioid overdose deaths and mitigate the overall harm to the community stemming from the Opioid Overdose Epidemic. The primary goal on the individual level for patients enrolled in the MAPS program is to facilitate a means for them to maintain daily living activities without using illicit opioid substances. This is accomplished through the use of medication assisted treatment (MAT) by safely stabilizing the patient's physiological opioid dependence via opioid replacement therapy combined with behavioral therapy. Secondary goals include addressing any concurrent non-opioid substance use disorders (such as stimulant use), untreated medical or mental health issues, and other bio-psychosocial issues through counseling, case management, and referrals to community partners. Specific to this request, Operation PAR anticipates continuing to provide MAT services to individuals who otherwise do not qualify for third-party funding and are unable to self-pay.

Operation PAR proposes to serve a minimum of 36 individuals annually with OUD in Hernando County Jail. The program will include peer recovery support services during incarceration as well as MAT services during incarceration (existing contract) and post-release to the community (proposed project) for up to one year. Goals and objectives address the high need for MAT services in Hernando County.

Goals	Objectives
Goal 1: Increase the number of individuals with OUD receiving MAT services in Hernando County	**Objective 1.1:** Expand existing outreach strategies, including the use of mobile MAT services, to provide OUD treatment to a minimum of 36 individuals identified for treatment in Hernando County Jail over the 12-month term of the contract period as documented by the creation of an individualized treatment plan maintained in client records
Goal 2: Decrease illicit opioid use at six-month follow-up to intake.	**Objective 2.1:** 70% of clients enrolled in Hernando MAPS services will be free from illicit opioid drug use six months post intake as indicated by drug screenings (random and scheduled) and documented in client records
Goal 3: Provide FDA-approved medications for maintenance of OUD and comprehensive psychosocial and peer recovery support services.	**Objective 3.1:** 65% of clients enrolled in Hernando MAPS services will decrease their negative mental health symptoms six months post intake as indicated by the Patient Health Questionnaire (PHQ-9) and documented in client records

B2. The proposed project aligns with Hernando County's efforts to combat opioid and substance use through medication assisted treatment and peer support recovery services. It specifically addresses County recommended funding priorities for MAT and supports the recommendation of exploring and expanding a Recovery Community Organization. It aligns with Schedule A Core Strategies: B: Medication Assisted Treatment and F. Treatment for Incarcerated People. The project operates within the approved uses of funding as defined in Part One: Treatment, A. Treat Opioid Use Disorder; *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.* and *5. Support mobile intervention, treatment, and recovery services, offered by qualifies 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. The project also supports approved use B. Support People in Treatment and Recovery; *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/HM conditions.* Additionally, the project supports approved use D. Address the Needs of Criminal-Justice-Involved Persons; *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.* and *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.*

B3. Implementation Plan and Timeline

B3a. Operation PAR is not proposing to use funds for recovery housing.

B3b. Operation PAR will begin services as soon as possible after execution of the award and no later than 60 days after the award execution. The proposed project builds upon an existing relationship with Hernando County Sheriff's Office which will allow us to quickly ramp up implementation. Although the identification and hiring of a Certified Recovery Peer Specialist may present challenges within the first 60 days, Operation PAR will ensure all hiring systems are in place prior to the award to help expedite the hiring process. MAT services, including mobile services, will begin within 60 days and referrals of individuals re-entering the community may begin immediately upon award execution.

	Year 1 (in Months)											
Key Activities and Responsible Staff	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
START UP												
Notify Partners and Staff (PD)	X											
Purchase Any Supplies/Curriculum (PD)	X											
Hire Certified Recovery Peer Specialist (PD, Human Resources)	X	X										
Program Orientation (PD)	X	X										
IMPLEMENTATION												
Develop Implementation Plan (PD)	X											
Biweekly Implementation Meetings (All Staff)	X	X										
Accept Referrals (PD, CP)	X	X	X	X	X	X	X	X	X	*	*	*
Conduct Assessments (PD, CP, BHC)		X	X	X	X	X	X	X	X	X	X	X

Deliver Services and EBPs (PD, CP, BHC)		X	X	X	X	X	X	X	X	X	X	X
EVALUATION / REPORTS												
Finalize Evaluation Plan (PD)	X	X										
Quarterly Program Reports (PD)				X			X			X		
Final Report – Month 13 (PD)												
Public Safety Coordinating Council Meetings/Requests – As Needed (PD)	X	X	X	X	X	X	X	X	X	X	X	X

Personnel Key: PD - MAPS Program Director, CP - Certified Recovery Peer Specialist, BHC -Behavioral Health Counselors, and APRN/Physician

* If funding is indicated to continue under this project, intakes will continue. If funding is not indicated, intakes may continue under alternative funding sources but will not be assigned to this grant to allow for the continued support of existing enrollees.

Operation PAR provides mental and behavioral health services, substance use disorder treatment, and medication management and will work closely with local partners to effectively implement this project. Operation PAR will provide MAT services in combination with comprehensive OUD psychosocial services, including counseling, behavioral therapies, recovery support services (RSS), and clinically appropriate services required for individuals to achieve and maintain abstinence from illicit opioids and other substances.

The project will use FDA-approved medications, including methadone, buprenorphine, and injectable naltrexone (Vivitrol). Operation PAR will provide services based on best practices as described in SAMHSA TIP 43 and 63. Treatment plans and provided services will be individualized and based on the needs and responses of each client and helps to ensure each individual has a voice in his or her recovery plan.

B4. Operation PAR will primarily use existing staff to accomplish proposed goals. A Certified Recovery Peer Specialist will be hired to work directly with individuals identified with OUD at Hernando County Jail, a collaborative partner on this project.

Individuals incarcerated at Hernando County Jail identified by Hernando County Sheriff's Office (HCSO) staff are screened for OUD and co-occurring SUD/MH by HCSO medical staff to determine if the individual meets the criteria for an OUD diagnosis and treatment eligibility. Operation PAR's Certified Recovery Peer Specialist (CRPS) or HCSO medical staff will work with the individual to determine interest in treatment and contact Operation PAR to schedule an evaluation with a clinical assessor. Program participants will begin the Induction Phase with an initial dose of either methadone or suboxone. Medications are dispensed by qualified licensed staff: Psychiatric Nurse Practitioner, LPN, or qualified HCSO Medical Staff). Participants are monitored and assessed using the COWS (Clinical Opiate Withdrawal Scale) to gradually adjust the medication dosage amount until reaching an individualized "stable dosage". A stable dosage in this context is the lowest possible medication amount needed for the participant to be able to alleviate all opioid withdrawal symptoms, without sedation, between daily dose administrations. The length of time it may take to reach a stable dosage will vary between each individual

participant but is usually achievable within 30 days from treatment initiation. Dosage adjustments are typically made no more frequently than once per week, based on ongoing COWS assessments. Concurrently, a biopsychosocial assessment will be completed via telehealth or in-person (CRPS or Psychiatric Nurse Practitioner, in jail facility or mobile unit) within 14 days of program enrollment and weekly counseling sessions will be scheduled via telehealth. Participants will work with the CRPS and the Behavioral Health Counselor to develop an individualized treatment plan within 30 days of program enrollment. Weekly counseling sessions are provided for the first 90 days, after which sessions are generally reduced to bi-monthly. Sessions are further reduced to monthly after one year. In conjunction with the CRPS and their counselor, participants will work on developing skills and resources to help prevent substance use relapse. When the participant is ready, they may initiate the tapering of medication. A tapering readiness inventory is developed for each participant and a therapeutic, medically supervised withdrawal (MSW) is developed to ensure the participant can safely taper off their medication while minimizing discomfort and risk of relapse.

B5. Operation PAR is committed to serving the needs of Hernando County during and beyond the project period. Upon notification of an award, leadership within the area will work with local staff; the finance, grants and fund development departments, the target population, and community stakeholders to identify the elements of the program that need to be sustained and what resources are needed, including the identifying of potential new partners. Operation PAR maintains strong relationships with Managing Entities and other regional funders of community services. Medication-Assisted Treatment (MAT) services are a core component of our treatment offerings, and our operational framework is designed to ensure their continuity regardless of funding fluctuations. In the event it is determined that by a certain future date there will not be an available funding source to cover MAT expenses, an individualized "Continuing Care Plan" is developed to safely transition the patient to an alternate, affordable SUD treatment program. This transition may include a medically supervised withdrawal from the prescribed OUD medication. Our commitment to this essential aspect of OUD treatment remains unwavering, underscoring our dedication to the well-being of our community.

C. Evidence-Based Service/Practice

C1. Operation PAR uses the following evidence-based practices as a part of the treatment protocol:

Motivational Interviewing **(MI)**, a brief psychotherapeutic intervention for helping people change addictive behavior. MI, rooted in clinical theory and empirical evidence, aims to facilitate and enhance a person's intrinsic motivation to change addictive behavior in a highly empathetically supportive but strategically directed conversation about the person's substance misuse and related life events. MI uses a variety of techniques to increase intrinsic motivation for change, including micro-skills (e.g., Open-ended questioning, Affirmations, Reflections, and Summary or OARS) and strategies (e.g., creating discrepancies between a person's current behavior and their goals, values, or self-perceptions, establishing and exploring ambivalence, and handling resistance skillfully). MI also is recognized as an EBP by SAMHSA. MI meets the client where they are, promotes advancement through the stages of

change, and assists the client in recognizing their potential. This approach is client-centered and recognizes the client as a collaborative partner and expert in treatment. MI is a non-prescriptive and non-threatening model which aims to fully engage the client. MI offers an experience that typically is very different from the more traditional authoritarian approach of the criminal justice system, providing offenders with greater autonomy in their treatment. Staff members are trained in MI. No modifications to MI are proposed.

Cognitive Behavioral Therapy (CBT) is a form of psychotherapy recognized by the National Alliance on Mental Illness (NAMI) as an effective evidence-based practice for treating a wide variety of substance use disorders and mental illnesses. The goal of cognitive behavior therapy is to teach individuals that while every aspect of the world around them may not be controllable, the interpretation and response to things in the environment can be controlled. *CBT* is one of the most widely researched and studied evidence-based practices. Staff members are currently trained in CBT. CBT will reduce high-risk behaviors for this population, including those which increase the risk of overdose or relapse. No modifications to CBT are proposed.

Seeking Safety is a present-focused therapy to help people attain safety from trauma/PTSD and substance use and supports a trauma-informed approach to care. As stated at seekingsafety.org, the treatment is flexible and designed for both group and individual formats for women, men, and mixed-gender using all topics or fewer topics in a variety of settings (outpatient, inpatient, residential) and for substance use. It also is appropriate to use with people who have a trauma history but may not meet formal criteria for PTSD. Seeking Safety consists of 25 topics that clinicians can conduct in an order most appropriate for the client. The key principles of Seeking Safety are 1) Safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions), 2) Integrated treatment (treating substance abuse and trauma at the same time), 3) A focus on ideals to counteract the loss of ideals in both trauma and substance abuse, 4) Four content areas: cognitive, behavioral, interpersonal, and case management, and 5) Attention to clinician processes (helping clinicians work on counter-transference, self-care, and other issues). Seeking Safety is widely accepted as an evidence-based practice. Expected outcomes are reduced symptoms of trauma and mental illness during treatment, reduced substance use, and improved health outcomes. There are four combination topics: Introduction to Treatment/Case Management; Safety; The Life Choices Game (Review); and Termination. The remaining topics are evenly divided among cognitive, behavioral, and interpersonal domains. Staff members are trained in Seeking Safety. No modifications to Seeking Safety are proposed.

Medication-Assisted Treatment **(MAT)** will be available for individuals in need as assessed by the Clinical Opiate Withdrawal Scale (COWS) and who agree to its use. Operation PAR uses best practices for MAT such as SAMHSA TIP No. 43 and 63. All FDA-approved drugs (methadone, buprenorphine, and naltrexone) for MAT will be made available to the client under the care of properly authorized prescriber pursuant to regulations within an opioid treatment program (OTP). This includes that the client is receiving medication as part of treatment for a diagnosed SUD/OUD; a licensed clinician, acting within their scope of practice, has examined the client and determined that the medication is an appropriate treatment for their SUD; and the medication was appropriately authorized through prescription by a licensed prescriber. No modifications to MAT are proposed.

C2. Operation PAR has provided Medication Assisted Treatment continuously since 1970. Currently, Operation PAR has eleven MAPS Treatment Centers across eight counties (Citrus, Hernando, Pasco, Pinellas, Manatee, Sarasota, Charlotte, and Lee). All MAPS locations accept Medicaid & Medicare, are state licensed, and are accredited by the Commission on Accreditation of Rehabilitation Facilities. Operation PAR's MAPS clinics are SAMHSA accredited and certified Opioid Treatment Programs (OTP). Operation PAR has administered Methadone Medication Assisted Treatment in Hernando County since 2013.

Additionally, our program physicians can provide written prescriptions for medications used to treat common side effects of MAT medications (e.g., anticholinergics for excessive sweating, Zofran for nausea) as well as medications used to treat other concurrent substance use disorders according to individual patient needs (e.g., disulfiram and acamprosate for alcohol use disorder).

Operation PAR participates in the Florida Department of Children and Families (DCF) Office of Substance Abuse and Mental Health (SAMH) Overdose Prevention Program which allows us to distribute free Naloxone (Narcan) Nasal Spray kits to all patients and provide education and instruction on proper use.

In addition to the medication component, our organization also provides individual counseling, group counseling and case management services by trained clinical staff under the supervision of a Clinical Supervisor. Our Clinical Supervisors in Florida are certified by the Florida Certification Board as Certified Addiction Professionals (CAP). All clinical staff have at minimum, a bachelor's degree from an accredited university or college with a major in a related human services field and all are trained in substance use disorder counseling and Evidenced Based Practices (EBP's) such as Motivational Interviewing and Cognitive Behavioral Therapy.

All patients are assigned a primary counselor who provides individual counseling and treatment planning according to the requirements established in Florida Administrative Code (FAC) 65D-30. Group counseling is offered several times per week for patients needing extra support and treatment. Our "Relapse Prevention Group" utilizes EBP curriculums such as Seeking Safety. We also offer more specialized groups to address women's needs, pregnancy, parenting, and concurrent substance use disorder issues.

On-site HIV services are integrated into our MAT program and all patients are scheduled to meet with an on-site HIV Counselor as part of the routine admission process and annually thereafter (at minimum) as part of their annual medical review where they are offered free HIV testing, pre- and post-test counseling, infectious disease education, and treatment referral services. Our HIV Counselors are trained and have completed HIV/AIDS training modules (HIV/AIDS 500 and 501) provided by the Florida Department of Health. Pregnant and other high-risk patients are encouraged to meet with the HIV Counselor more frequently according to individual needs.

C3. During the initial intake process, a comprehensive profile is completed for each client to determine potential barriers to treatment, recovery, and stability, including income, insurance, employment, housing, education, disabilities, benefit eligibility, and other individual factors. Operation PAR accepts SSI/SSDI, Medicaid, and other third-party and mainstream resources. Operation PAR will assist clients in applying for health insurance and other benefits programs as

applicable. Additionally, Operation PAR links individuals to other area providers to address needs outside of Operation PAR's scope of care (e.g., vocational training or housing assistance).

C4. All program staff are trained in the identified EBPs. Program supervisors monitor programs and program outcomes for any unanticipated results that may indicate a lack of fidelity in the implementation of the EBPs. Additionally, program supervisors may engage in both scheduled and random observations of program staff to provide feedback on the fidelity of their program implementation. In the event of unexpected anomalies, missed goals, or delayed milestones, a quality review is initiated to identify the deviation or barrier, define possible causes, collect information to help determine the cause, and develop a corrective action plan. Staff performance is reviewed annually. When necessary, staff may be coached, re-trained, or monitored to ensure program fidelity.

D. Staff and Organizational Experience and Expertise

D1. Operation PAR has the knowledge, experience, and capacity to operate and maintain an effective Medication Assisted Treatment program in Hernando County. Operation PAR has provided Medication Assisted Treatment continuously since 1970. Currently, Operation PAR has eleven MAPS Treatment Centers across eight counties (Citrus, Hernando, Pasco, Pinellas, Manatee, Sarasota, Charlotte, and Lee). The Hernando County MAPS program has been in operation since 2013.

The proposed expansion of services will involve the partnership of Hernando County Sheriff's Office, with whom Operation PAR has a current agreement to provide continued MAT services for inmates enrolled in MAT programs prior to incarceration. This project will enhance that existing program to accommodate the provision of MAT services for inmates who were not enrolled in MAT prior to incarceration. Funding will ensure services may continue post-release for up to 1 year.

Operation PAR is licensed to provide substance use disorder treatment services, not limited to methadone maintenance, detoxification, and counseling services across multiple OTPs and medication units. The ability to sustain these services and broadly expand our MAT services across multiple locations has largely been made possible by a blend of effectual management, strong governance, and a persistent focus on achieving agency goals.

D2. Operation PAR personnel have direct experience working with individuals diagnosed with SUD/OUD and providing services in multi-lingual and culturally diverse settings. Operation PAR staff strive to eliminate barriers to care while providing appropriate services.

Key Personnel	LOE	Role	Qualifications
Hernando MAPS Program Director, David Jackson	1.0 FTE	Oversee all project staff and day-to-day program operations at Hernando MAPS; Quality assurance; Reporting	• Master's Degree • MCAP, MAC • 8+ years MAPS Program Administration • 24+ years Operation PAR

MAPS Clinical Director, Michael Osborn	0.17 FTE	Oversees all clinical services of MAPS Clinics in Citrus, Hernando, Pasco, Pinellas, Manatee, Sarasota, Charlotte, and Lee Counties	• Master's Degree • LMHC, MCAP, CTP • National Board Certified Counselor (NBCC) • 16+ years Operation PAR
Counselor, Angela Sanderson	1.0 FTE	Provide substance use and mental health counseling; Provide screening, assessment, service coordination, individual/group/family counseling, referral/linkage, and treatment planning	• Master's Degree • 12+ years experience in behavioral health field
Clinical Supervisor, Caitlyn Junod	1.0 FTE	Supervises and assists clinical staff in performing counseling work; Review psychosocial assessments; provide supervision of recovery peer specialists	• Master's Degree • CAP • 8+ years Operation PAR
Certified Recovery Peer Specialist, TBH	1.0 FTE	Meet with participants to provide relatable support and encourage participation; Work alongside participants to help navigate systems and develop recovery goals; Schedule sessions between participants and MAPS staff; Provide appropriate participant assessments	• Minimum HS Diploma/GED • Minimum living in recovery with 2-years success in sustaining a crime and drug-free life • CRPS Certification – full or provisional required within first year

D3. Operation PAR employs a significant number of staff members who have lived experience with substance use disorders, either as an individual in recovery or as a family member of an individual with AUD/SUD/OUD. Employees share their experiences as they feel comfortable doing so. Specific to individuals named above, both Michael Osborn and David Jackson are in recovery. While lived experience is not a factor for most positions, Operation PAR acknowledges the benefits, impact, and effectiveness of peer support, especially when linked to case management and recovery goal setting. The advocacy of peers is highly supportive and encourages program participants to engage in treatment and recovery options. Lived experience is a requirement for Certified Recovery Peer Specialists.

E. Data Collection and Performance Measurement

E1. To ensure the program achieves its intended outcomes and community impact, evaluation will be a critical aspect of this project. At least quarterly, the program director will conduct reviews of process, immediate, and intermediate outcome data; assess where it needs improvements; and make timely adjustments to address the desired outcomes. Operation PAR uses a Continuous Quality Improvement program to improve services by identifying the deviation, barrier, or unexpected outcome; defines possible causes, collects data to identify the cause and the area for intervention. A corrective action plan is developed, and data is used to determine the effectiveness of the actions taken.

For the proposed project:

(a) Data will be collected at the time of participant enrollment and at the time of service provision. Aggregate data will be reviewed monthly and reported at least quarterly.

(b) Supervisors review electronic health record (EHR) entries and EHRs cannot be submitted until all required information is completed

(c) Hernando MAPS Assessor or Counselor

(d) Electronic Health Records; Random drug testing; PHQ-9

(e) MAPS staff are trained to provide appropriate person-centered and trauma-informed services, meeting the specific needs of individual clients in a compassionate and welcoming manner.

(f) Operation PAR provides access to assistive services for individuals with visual or auditory limitations as well as access to translation services for individuals who need language assistance.

(g) Operation PAR adheres to all regulations and guidelines for data protection and patient consent as defined by HIPAA; 42 CFR Part 2; 45 CFR Parts 160 and 164; FS 394.459, 381.004, 395.3025, and 90.503

(h) Operation PAR adheres to all regulations and guidelines for data protection and patient consent as defined by HIPAA; 42 CFR Part 2; 45 CFR Parts 160 and 164; FS 394.459, 381.004, 395.3025, and 90.503

(i) Operation PAR does not anticipate using data collected by partners for this project.

E2. Our performance assessment will address the goals and objectives identified in our project narrative. We will review the performance data at least quarterly.

Goal/Objective	Data Source	Data Collection Frequency	Staff Responsible for Collection	Method of Data Analysis
Objective 1.1: Expand existing outreach strategies, including the use of mobile MAT services, to provide OUD treatment to a minimum of 36 individuals identified for treatment in Hernando County Jail over the 12-month term of the contract period as documented by the creation of an individualized treatment plan maintained in client records	EHR	At Admission	Assessor/Counselor	Count: Actual #/Target #

Objective 2.1: 70% of clients enrolled in Hernando MAPS services will be free from illicit opioid drug use six months post intake as indicated by drug screenings (random and scheduled) and documented in client records	EHR Random drug screening	Intake; Six months post intake	Program Director	Ratio: ↓ SA/# Admitted
Objective 3.1: 65% of clients enrolled in Hernando MAPS services will decrease their negative mental health symptoms six months post intake as indicated by the Patient Health Questionnaire (PHQ-9) and documented in client records	EHR PHQ-9	Intake; Six months post intake		Ratio: ↓ PHQ-9/# Admitted

F. Detailed Budget, Budget Narrative and Justification

F1. Operation PAR anticipates Hernando County Health and Human Services to be the sole funder of this project.

Budget Category	Budget Item	Qty/FTE	Unit Cost	Total
Salary	Certified Recovery Peer Specialist	1.0 FTE	$41,200.02	$41,200.02
Fringe	Certified Recovery Peer Specialist (26%)	1.0	$10,712.00	$10,712.00
Indirect (Salary/Fringe)	Certified Recovery Peer Specialist (10%)	1.0	$5,191.20	$5,191.20
Direct Client Support	MAT Supplemental Support	7,722	$21.00	$162,162
Total				**$219,265.22**

F2. The requested budget items are consistent with the proposed project narrative. Some items in the narrative, including several staff positions, are not being requested for funding under this project and are not included in the project budget.

F3. Budget Justification

The **Certified Recovery Peer Specialist** is an essential position for working with inmates enrolled in Hernando MAPS MAT services and for building a connection for continuing care and treatment post-release. The CRPS will encourage program participation, help to develop recovery goals, and support linkage and connection to additional community-based supports to help participants achieve and maintain recovery. The **Fringe** represents Operation PAR's current rate of 26% for full-time employees. **Indirect** has been calculated at a 10% de minimis rate and has only been applied to the $51,912.02 in Salary/Fringe costs. It has not been applied to direct client support costs.

Direct Client Support is the daily dosing cost for program participation and includes the cost of medications and all clinical services at $21/day. The 7,722 days of dosing were calculated using the assumption that an average of one (1) individual would elect to participate in the program each week starting after the first month of the contract. While in-jail services may still be provided, we further assumed that the post-release services covered under this award would not start for the first 30 days as individuals would still be covered under in-jail contracts and programs. To allow for adequate post-release services, program enrollment will be tapered off around Week 40 (3 months before the contract end). The number of days of services was calculated using a regressive model in which an individual starting in week 5 could receive up to 337 days of service, an individual starting in week 6 could receive up to 330 days of service (7 days less), week 7 would receive 323 days of service, and so forth. The total number of days from week 5 through week 40 is 7,722. $21 x 7,722 days = $162,162. This represents 36 individuals.

The total Year 1 cost to serve 36 individuals with full supplemental support and Recovery Peer Services is $219,265.22.

Attachments:

2-Year Attestation
Letters of Commitment
Audited Financial Statement
CPA's Peer Review Letter
990
Current Financial Statement

Operation PAR, Inc.
Behavioral Health & Wellness
"Create the Life You Want"

Administrative Offices
6655 66th Street North
Pinellas Park, FL 33781
Ph: 727-545-7564
Fax: 727-545-7584
www.operationpar.org

2/28/25

Re: 2025 Request for Application to Combat Opioid Use in Hernando County

As the authorized representative of Operation PAR, Inc., I assure Hernando County Health & Human Services that all participating provider organizations listed in this application meet the two-year experience requirement and applicable licensing, accreditation, and certification requirements. If this application is funded, we will provide documentation that definitively establishes that Operation PAR, Inc. has provided relevant services for the past two years; and documentation that Operation PAR will comply with all local and state requirements for mental health/substance abuse treatment licensing, accreditation, and certification.

Jim Miller
CEO
Operation PAR

www.hernandosheriff.org

SHERIFF
Al Nienhuis

Hernando County Sheriff's Office

P.O. BOX 10070 – BROOKSVILLE, FL 34603-0070 FAX 352 796-0493 PHONE 352 754-6830

February 24, 2025

Subject: Support for Operation PAR, Inc.'s Jail-Based Medication-Assisted Treatment Program

To Whom It May Concern:

I am writing on behalf of Florida's Hernando County Jail & Sheriff's Office to express our strong support for Operation PAR, Inc.'s proposed enhancement of their Jail-Based Medication-Assisted Treatment (MAT) program within our facility. We recognize the crucial role that Operation PAR, Inc. plays in advancing recovery and well-being for individuals affected by substance use and mental health issues.

This collaboration, supported by Florida's Department of Children and Families (DCF), aligns with our commitment to enhancing the health and recovery of individuals in our care. The introduction of a Certified Recovery Peer Specialist (CRPS) on our premises represents a significant step forward in our efforts to provide comprehensive, recovery-focused services to the inmates. Their proposal for post-release supplemental MAT funding assistance for former Hernando County Jail inmates will further reduce the incidence of opioid overdose and recidivism among this vulnerable population.

Florida's Hernando County Jail & Sheriff's Office supports Operation PAR, Inc.'s MAT program for its critical role in delivering essential on-site recovery services, enhancing operational efficiency, and improving inmate health and rehabilitation. This initiative aligns with our goals of supporting inmate recovery and contributing positively to community well-being and safety. We are confident that this partnership will lead to meaningful change, not only within our walls but also in the broader community. We look forward to collaborating closely to ensure the successful implementation of this vital service.

Sincerely,

Kristine J. DeKany

Kristine J. DeKany
Director of Medical Services
Hernando County Sheriff's Office

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 14, 2025
Secretary of State
4467444077CC

DOCUMENT# 717887

Entity Name: OPERATION PAR, INC.

Current Principal Place of Business:

6655 66TH ST N
PINELLAS PARK, FL 33781

Current Mailing Address:

6655 66TH ST N
PINELLAS PARK, FL 33781

FEI Number: 59-1349234

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

SCHOLZ, AMY CFO
6655 66TH ST N
PINELLAS PARK, FL 33781 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: AMY SCHOLZ 03/14/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CFO
Name	SCHOLZ, AMY
Address	6655 66TH ST N
City-State-Zip:	PINELLAS PARK FL 33781

Title	CEO, PRESIDENT
Name	MILLER, JAMES
Address	6655 66TH ST N
City-State-Zip:	PINELLAS PARK FL 33781

Title	COO
Name	MCARTHUR, LARRY
Address	6655 66TH ST N
City-State-Zip:	PINELLAS PARK FL 33781

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: AMY SCHOLZ CFO 03/14/2025

Electronic Signature of Signing Officer/Director Detail — Date