

**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 Fifth Judicial Circuit c/o Hernando County Trial Courts, a Florida state agency with an address of 20 North Main Street, Suite 300-A, Brooksville, FL 34601, 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 addiction; 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 **One Hundred Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$124,500.00)** 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 15<sup>th</sup> 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

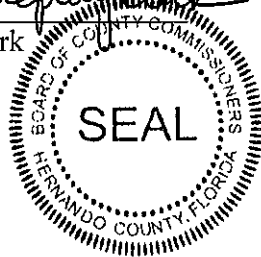
to its execution by the County. At such meeting, the Board of County Commissioners reserves the right to approve, deny, or modify this Grant Agreement, in whole or part, for any reason or no reason. Furthermore, the failure of the Board of County Commissioners to act upon, or to act favorably on, this 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.*  
Doug A. Chorvat, Jr., Clerk



*Brian Hawkins*  
Brian Hawkins, Chairman

May 13, 2025  
Date

Fifth Judicial Circuit  
c/o Hernando County Trial Courts  
a Florida State Agency

*Daniel B. Marshall*  
Signature

Daniel B Marshall Jr  
Name and title

6-10-25  
Date

Approved as to legal form and sufficiency for  
the reliance of Hernando County only.

(LR 22-567-3) By: *[Signature]*  
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 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 Slempp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempp@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

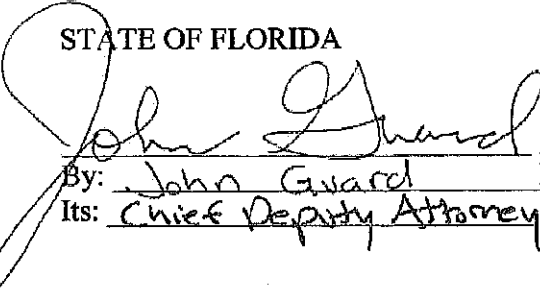
*Jeffrey W. Rogers* 12/3/2021

Jeffrey W. Rogers  
County Administrator

\_\_\_\_\_  
By: \_\_\_\_\_ 11/15/2021  
Its: \_\_\_\_\_ DATED

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

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

STATE OF FLORIDA  
  
By: John Gward DATED 11/15/2021  
Its: Chief Deputy Attorney General

# **EXHIBIT A**

## **Schedule A**

### **Core Strategies**

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

#### **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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<sup>1</sup> 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:<sup>2</sup>

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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<sup>2</sup> 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 %
<b>Alachua</b>		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%
<b>Baker</b>		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
<b>Bay</b>		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%
<b>Bradford</b>		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
<b>Brevard</b>		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%
<b>Broward</b>		<b>9.057962672578%</b>	
	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 County		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

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



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

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

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

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

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

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

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

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



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

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

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

# **EXHIBIT B**

**2025 Request for Applications (RFAs)  
to Combat Opioid Use in Hernando County**



**HEALTH & HUMAN SERVICES**

**Request for Application Released: January 31, 2025  
Application Due Date: February 28, 2025, by 5:00 pm**

## **Submission**

Applications must be submitted by email to  
[HousingandSupportiveServices@hernandocounty.us](mailto:HousingandSupportiveServices@hernandocounty.us)

**Health and Human Services  
Housing and Supportive Services  
621 West Jefferson Street  
Brooksville, FL 34601**

It is the responsibility of the applicant to ensure application(s) arrive prior to the due date and time. Applications received after 5:00 p.m. on February 28, 2025, will be returned to the applicant and will not be considered.

***This document can be made available in alternative accessible formats upon requests.***

## **Background**

Hernando County received funding from the settlement agreement negotiated through the State of Florida Attorney General's Office from Allergan Pharmaceutical, Teva, Wal-Mart and CVS Health Corporation lawsuits as a result of the opioid epidemic. The opioid epidemic has harmed individuals, families, and communities across Hernando County and in response Hernando County is using this funding to address the negative impacts of the opioid crisis in Hernando County.

Hernando County Board of County Commissioners (BOCC) is requesting agencies with a vested interest in Hernando County residents to submit an application to combat opioid usage and its negative impact in the community.

## **Amount Available for Funding: 800,000**

The grant amount may be divided among multiple selected applicants or granted to only one applicant.

### **Questions Regarding this RFA**

Questions from providers must be submitted in writing to Veda Ramirez at [vramirez@hernandocounty.us](mailto:vramirez@hernandocounty.us) and be received no later than 5:00 pm, Friday, February 14, 2025. Health and Human Services will compile all questions and answers, and post online no later than 5:00 pm, Tuesday, February 19, 2025.

### **General Information**

Successful applications must meet the guidelines provided in this Request for Applications (RFA). To submit an application for consideration, complete the submission requirements listed.

Grant funding will be used to supplement existing funds or provide new services/programs rather than supplant current funds. Strong consideration will be given to proposals that are supported by evidence-based statistics using local data and that incorporate reporting procedures and performance measures. Written quarterly reports and participation in the Public Safety Coordinating Council are required by successful grantees.

### **Grant Categories and Approved Uses:**

The proposal must qualify under the abatement strategies listed in Schedule A (found in Exhibit A) and/or Schedule B (found in Exhibit B). However, priority will be given to core abatement strategies ("Core Strategies") that are identified as priorities under Hernando County Opioid Settlement Response Plan. Hernando County reserves the right to select one or more core strategies and approved uses listed in Exhibit A (/or Exhibit B. A mix of strategies and approved uses will also be considered.

Core Strategies: Please see list identified as **"Exhibit A"**

Approved Uses: Please see list identified as **"Exhibit B"**

Hernando County Opioid Response Plan as **"Exhibit C"**

### **Applicant/Organization Eligibility**

All private for-profit and non-profit mental health/substance use disorder treatment provider organizations that have:

- At least two years' experience (as of the due date of the application) providing relevant services (official documents must establish that the organization has provided relevant services for the last two years); and

- Complied with all applicable local and state licensing, accreditation, and certification requirements (as of the due date of the application) are eligible to apply.

**Applicant must also meet all the following requirements and submit information with your application:**

- Independent certified audited financial statement of the most recent or immediate prior fiscal year, including the management letter and written response.
- Current CPA's Peer Review letter.
- Most recent Form 990.
- Monthly Financial Statements (within last 90 days).

Any applicant on the excluded parties list ([www.sam.gov/SAM/](http://www.sam.gov/SAM/)) will be considered ineligible for funding.

**SCOPE OF Grant Activities**

**Data Collection, Performance Measurement, and Performance Assessment Costs**

Applicants must provide anticipated outcomes for each of the performance measures. To be able to effectively evaluate the project, it is critical that realistic goals and measurable objectives are developed. Information on acceptable goals and objectives is below.

**GOALS Definition** – a goal is a broad statement about the long-term expectation of what should happen as a result of your program (the desired result). It serves as the foundation for developing your program objectives. Goals should align with the statement of need that is described. Goals should only be one sentence. The characteristics of effective goals include:

Goals address outcomes, not how outcomes will be achieved;

Goals describe the behavior or condition in the community expected to change;

Goals describe who will be affected by the project;

Goals lead clearly to one or more measurable results; and

Goals are concise.

**OBJECTIVES Definition** – Objectives describe the results to be achieved and the manner in which they will be achieved. Multiple objectives are generally needed to address a single goal. Well-written objectives help set program priorities and targets for



progress and accountability. It is recommended that you avoid verbs that may have vague meanings to describe the intended outcomes, like "understand" or "know" because it may prove difficult to measure them. Instead, use verbs that document action, such as: "By the end of 2025, 75% of program participants will be placed in permanent housing." To be effective, objectives should be clear and leave no room for interpretation. SMART is a helpful acronym for developing objectives that are specific, measurable, achievable, realistic, and time bound.

### **Cost Reimbursement**

All contracts will be on a cost reimbursement basis. Recipient will be required to submit proper back-up documentation for project eligible expenses as determined by the funding source regulations and requirements.

### **Cost of Submitting Applications**

The cost of preparing and submitting an application is the sole responsibility of the provider and shall not be chargeable in any manner to the grant. Hernando County will not reimburse any applicant for any costs associated with the preparation and submission of an application, including but not limited to, expenses incurred in making an oral presentation, or participating in an interview (if required).

### **Conflict of Interest**

The provider agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required if a contract is awarded. The applicant further agrees that no person having any such interest shall be employed or engaged for said performance. The applicant agrees that no employee, officer, agent of the applicant or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The applicant or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the applicant.

### **Liability insurance is required for all Grants**

All agencies awarded funds will be required to obtain liability and worker's compensation coverage that will be further defined in the funding agreement, if awarded. Hernando County Board of County Commissioners must be named as the Certificate Holder and the additional insured.

**Handicapped Accessibility**

All projects must be accessible to persons with disabilities. Programs, information, participation, communications and services must be accessible to persons with disabilities.

**Post Award Requirements**

If awarded, a contract will be executed by the Hernando County Board of County Commissioners. The contract will be based upon the information submitted in the application, all accompanying exhibits/attachments and any additional information that is requested/received during the review phase. Contract language is not negotiable. The contract is reimbursement based and the applicant must be able to pay for project costs prior to requesting payment. Modifications and updates to application exhibits may be required prior to contract execution. Applicants should review the contract to ensure their ability to comply with all requirements and expectations, including potential increased insurance coverage and financial audits. Applicants are required to comply with the program rules and regulations if assistance is approved.

**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: Fifth Judicial Circuit C/O Hernando County	Authorized Organization Representative Name/Title: Jeffery Fuller, Trial Court Administrator
Address: 20 N. Main St. Ste. 300-A	Telephone 352-397-5793 or Ext. 31121
City, State, ZIP Brooksville, Florida 34601	Organization Website Circuit5.org
Contact Person Name and Title Katie Mosley-Rusha CPS III	Federal ID Number:
Contact Person Email kmosley-rusha@circuit5.org	DUNS # (Not required)

**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: \_\_\_\_\_

Signature: Jeff Fuller

Typed Name: Jeffery Fuller

Title: Trial Court Administrator Date: 2/25/2025

## **Project Description and Narrative**

The project description and narrative are required. The narrative response must include:

- A. A summary identifying the population(s) of focus and statement of need;
- B. An implementation plan that proposes to begin service delivery within 60 days of any award;
- C. A description of the evidence-based services/practices that will be used;
- D. A description of the relevant staff and organizational chart
- F. A detailed budget of the expense for the project and budget narrative and justification

The Narrative response must be formatted as follows:

### **SECTION A: Population of Focus and Statement of Need**

1. Identify and describe your population(s) of focus, specifically individuals, including youth, and/or families with opioid use disorders (OUDs), substance use disorders (SUDs) or co-occurring (CODs). Provide a demographic profile of the proposed population of focus in terms of race, ethnicity, federally recognized tribe (if applicable), language, sex, gender identity, sexual orientation, age, and socioeconomic status. Funded services must be provided in Hernando County.

In 2020, according to Data USA, the 5 largest ethnic groups in Hernando County, FL are White (Non-Hispanic) (76.7%), White (Hispanic) (9.92%), Black or African American (Non-Hispanic) (4.79%), Two+ (non-Hispanic) (2.29%), and two+ (Hispanic) (2.14%). The participant Demographics of participants served in the past 5 years have percentages like that of this community. Most participants served (87%) are Caucasian, (5%) reporting being of Hispanic / Latino / Spanish ethnicity and (12%) reporting being African American. Regarding education, participants most commonly reported having less than a high school degree (47%), or a high school diploma/GED (18%). Many participants reported being unemployed (80%) at screening.

The Hernando Treatment Courts are seeking to expand and enhance treatment for individuals with a substance use disorder (SUD) and opioid use disorder (OUD) and/or co-occurring disorder (COD) who participate in the Hernando County Treatment Courts. The grant funds will allow us to serve on average 50 new justice involved Hernando County residents per year with drug testing, and a Court Program Specialist position, as well as continue to serve the 90 plus participants currently in the programs. We initially assess our participants using a Risk and Needs Assessment Tool, and we will provide specific treatment services including residential, intensive outpatient, individual and group therapy, recovery support, and housing linkage services. All services are determined on evidence based clinical assessments to identify the need and intensity for these services. The ability to increase drug screens as well as the intensive contact, advocacy, referrals and other support provided by the Court Program Specialist position allows for faster access to services and a more intensive supervision option for this population than can be provided in a traditional court setting.

2. Describe the extent of the problem in the catchment area, including service gaps, disparities, and document the extent of the need (i.e., current prevalence rates or incidence data) for the population(s) of focus identified in your response to A.1 as it relates to the program. Identify the source of any data cited.

The catchment area to be served is Hernando County, which is in the geographic center of Florida, 45 miles north of Tampa on the west coast. The population of focus is non-violent substance misusing offenders, who are residents of Hernando County; male and female; 18 years of age and older; and whose current charge may be related or due to a substance use disorder. A participant would not be allowed in the program if they have a prior or current violent offenses as defined in Florida Statute, 776.08 “forcible felony” offenses relating to violence as well as to drug trafficking, including sales.

The high rate of initial positive drug screens indicates the high need for participants to utilize these programs.

An area of significant concern is the continued increase of Fentanyl use and other opioids.

According to outcomes from Abbott Labs, who confirms the drug screens for Hernando County Treatment Courts, the positivity rate for all substances is almost 40% for 2024. It is common knowledge that almost all illicit drugs contain Fentanyl without the user’s knowledge. Fentanyl was added to the drug screen panel in the past three (3) years at additional costs to the program. The majority of the positive drug screens occur in the participants first phases in the program when they are most vulnerable and prior to acquiring tools or the ability to abstain. Random and frequent drug screens help the program to more closely monitor those at risk and intervene expeditiously.

Some of the other significant gaps for this population are in housing, transportation and the ability to get jobs as well as faster access to treatment services including overdose prevention options. With the increased drug screens and increased advocacy, referrals, community outreach and supervision provided, access to service gaps are significantly improved for this population. This population historically reoffends and relapses due to inability to navigate the system while battling an OUD/SUD.

## **SECTION B: Proposed Implementation Approach**

1. Goals and Objectives. Describe the goals and measurable objectives of the proposed project and align them with the Statement of Need described in A.2. Provide the Number of Unduplicated Individuals to be Served with Award Funds.

The goals of Hernando County Treatment Courts are to serve on average of at least 50 new individuals each year as well as continue to serve the more than 90 current participants with a OUD/SUD or mental health diagnosis, with the following services: case management and coordination of services, opioid prevention education, tools and services, peer support, recovery support services, residential treatment, intensive outpatient treatment, transportation, career resources, criminal suppression services, housing services and random and frequent drug testing with enhanced opioid panel and more. Drug testing will also be utilized to provide a base line screen for juveniles entering our Youth Court and will continue on a random basis if a need is identified. All juveniles that are identified as possibly needing additional services or treatment are referred to established community partners.

The measurable program objectives are:

1. At least 50 new individuals will receive services, 90 plus will continue to receive services.

2. 65% of individuals served will successfully complete the treatment court episode of care;
3. 100% of participants will receive overdose prevention tools (literature, Narcan, Narcan training, random and frequent drug screens where panel includes fentanyl, treatment services etc.)
4. Less than five percent (5%) of participants will succumb to opioid overdose due to services provided in this program
5. 65% of individuals will increase their quality-of-life scores from baseline to 6 months. This is measured by using an evidence-based assessment tool known as the GPRA;
6. 75% of individuals will be linked to ancillary services to promote a recovery lifestyle, family services including reunification and more.
7. 95% of drug court participants will live in stable housing at program completion.
8. 65% of individuals served will remain in recovery 180 days post-graduation.

The information below is directly from the program Policy and Procedure manuals:

**THE MISSION** (since 2001) of the Hernando County Treatment Court programs is “to divert non-violent individuals who have a substance use disorder (and other behavioral health or medical issues) from incarceration and active criminal prosecution into community-based treatment and support services to protect public safety, health and property.” Thus, reducing drug use and criminal recidivism, improving the participants chance of recovery and assuring a positive impact for a safer, healthier community.

#### *GOALS & OBJECTIVES*

1. Reducing illicit drug use and other related criminal acts through treatment, education, monitoring, advocating, connecting and promoting accountability.
2. Encouraging recovery from substance use and criminal behavior and enhancing the positive potential of individuals in the program.
3. Decreasing jail recidivism rates among participants.
4. Decreasing relapse rates among participants.
5. Promoting prosocial accountable behavior among participants and their support system.
6. Reducing the financial impact on the judicial system and the citizens of Hernando County by providing cost avoidance of tax funded services (jail, court costs etc.).
7. Ensuring advocacy for a significantly marginalized population of those with substance use disorders and other behavioral health issues.

The mission, goals and objectives will help ensure public safety.

2. Describe how the proposed project aligns with Hernando County efforts to combat opioid and substance through education, treatment, prevention and other related programs and services.

The Hernando County Treatment Courts provide ongoing education and prevention utilizing the program coordinator (Court Program Specialist I– CPS I). The CPS I not only provides some of these services but also connect participants with workbooks, brochures, literature provided by national and community partners as well through community events and education programs. These community partners providing needed services to the program participants are BayCare, Hernando County Community Coalition (HCCC), the CORE program, HEROS, FIT program, FACT Team etc. Some of these partners specialize in treatment and services needed specific to OUD including MAT/MOUD, residential treatment and more. The level and type of care is dependent on each person's needs. Once the Treatment Court Team (which includes some of the above listed partners) determines the individualized needs of the participants the program coordinator (CPS I) gathers the detailed information, drug screen results and provides a recommendation to the Judge and the staffing team before each court session. Recovery and Peer Specialist programs are available to all participants through well-established community partnerships and will sometimes provide updates to the coordinator on the participants' progress.

Narcan is available at no cost in the courthouse. The program also taps into Hernando County Community Coalition (HCCC) that offers Naloxone education and resources for treatment and prevention. This training is provided to our participants regularly.

The program also works closely with local law enforcement in our Youth Court to help identify juveniles in need of services prior to arrest and many of the above-mentioned services are provided through referrals made by the Youth Court Coordinator.

3. Implementation plan and Timeline. Describe how you will implement all the Required Activities.

a. If you are proposing to use funds for recovery housing, you must describe the mechanism in your jurisdiction that assures the recovery housing program is guided by regulation, credentialing, or certification requirements. In addition, you must discuss how the recovery housing program abides by these requirements. If you are not proposing use funds for recovery housing indicate so in your response.

Not applicable.

b. Implementation Timeline. Provide a chart or graph depicting a realistic timeline for the project period showing dates, key activities, and responsible staff. Be sure to show that the project can be implemented, and service delivery can begin as soon as possible and no later than 60 days after the award.

Activity	Responsible Staff	Timeline (Days from Award)	Description
<b>Phase 1: First 30 days</b>			
Enhanced Screenings	Program Coordinator (CPS-I)	With 1 week (Day 7) and Ongoing	Implement expanded drug screen panels, including fentanyl and other opioids. Increase frequency for high-risk & high need individuals.
Individual Risk and Needs Assessment	Program Coordinator (CPS-I)	With 1 week (Day 7) and Ongoing	Conduct thorough assessments with each participant, focusing on opioid use and related risks.
Service Referral & Provision	Program Coordinator (CPS-I)	With 1 week (Day 7) and Ongoing	Connect participants with appropriate services, education, Narcan distribution, peer support networks. Once participant is embedded in services gather information on their progress to report to the court.
Narcan training & Distribution	Program Coordinator (CPS-I)/ Designated Staff	Within 2 weeks (Day 14) and Ongoing	Provide comprehensive Narcan training and ensure access to Narcan for participants and their support networks.
Peer Support Connection	Program Coordinator (CPS-I)/ Peer Support Specialist	Within 2 weeks (Day 14) and Ongoing	Facilitate connections with peer support specialists for ongoing support and mentorship.
Community Outreach & Education	Program Coordinator (CPS-I)	Within 3 weeks (Day 21) and Ongoing	Conduct community outreach and educational initiatives to raise awareness about opioid misuse and available resources.
Treatment Referral and Coordination	Program Coordinator (CPS-I)	Within 1 week (Day 7) and Ongoing	Actively refer and coordinate access to appropriate treatment levels bases on individual needs. Once participant is embedded in treatment, gather information on their progress to report to the court.
<b>Phase 2: Ongoing Activities (Beyond day 30)</b>			
Continuous Monitoring and Evaluation	Program Coordinator (CPS-I)	Ongoing	Regularly monitor program effectiveness and make adjustments as needed.
Data Collection and Reporting	Program Coordinator (CPS-I)	Ongoing	Collect and report data on program outcomes and participant's progress.
Collaboration with Community Partners	Program Coordinator (CPS-I)	Ongoing	Maintain and strengthen collaborations with community partners to enhance service delivery and resource access.
Refinement of Program Protocols	Program Coordinator (CPS-I)/ Supervisor	Ongoing	Regularly review and refine program protocols to ensure best practices and responsiveness to evolving needs.

All the increases in programmatic services will begin immediately upon receipt of the funding. These programmatic functions are already in place but need enhanced drug screens and supervision of participants as it relates to OUD/SUD.



4. Staffing Plan and/or Partnership Description. Describe how you will utilize present staff, additional staff, and/or collaborate with partners to accomplish your goals.

Present staff being utilized to provide services described above to reach goals and objectives includes:

- Program Supervisor (CPS III) who also carries a case load of participants providing almost all the same services listed below for CPS I. Additionally, the supervisor will continue to ensure program and staff fidelity.
- Part Time Program Assistant who assists with inputting information into our Florida Drug Court Case Management Systems (FDCCMS) (described in SECTION C, 1 below),
- Youth Court Coordinator works directly with adolescents in Youth Court, including referrals and following the progress and outcomes of all who participate in the program.
- Court Program Specialist I- (**Position requested**) will provided intake and orientation to participants, provide education, workbooks, brochures, literature available to our program from national and community partners. Referrals will also be made to many of the community partners listed above in B2, as these partners specialize in treatment and services needed specific to address OUD/SUD and more. This position (CPS I) gathers the detailed information, drug screen results and provides a recommendation to the Judge and the staffing team before each court session.

With the enhancement of the drug screens as well as being able to ensure appropriate monitoring and supervision of participants by dividing caseloads to a manageable size, all goals and objectives listed in Section B1 will be met.

5. Sustainability Plan. Describe how the organization will continue to provide services as part of the project if the funding is reduced or lost.

In 2001, Hernando County created its first drug court and since then has established and expanded to include a Mental Health Court and Veterans Treatment Court creating the Hernando County Treatment Courts. These programs are a special part of the Hernando County Courts with the presiding Judge overseeing the Treatment Court Program proceedings and being notified of all events related to the participant progress & program activities. These specialized programs, with its successful behavior modification model utilizing incentives, sanctions and therapeutic adjustments, have continued to grow and comply with the Florida Supreme Court Best Practice Standards through the dedication of staff, judge, treatment providers, community support services and local defense and state attorneys.

The program also receives limited but continued funding through fees from participants, and although this funding source exists, the financial strain is not usually conducive to the recovery process. Another funding source for these programs are grants and assistance from the Hernando County BOCC as well as some funding through the Office of State Court Administration (OSCA). Through continued compliance with the Florida Supreme Court Best Practices Standards, the opportunity for program certification is available which may be tied to continued funding from the OSCA. With the advocacy from the judiciary, court administration and the recognition of these programs benefits to its community, community and state support remains strong and is expected to continue especially during times of crisis as with the current opioid epidemic.

## **SECTION C: Evidence-Based Service/Practice**

1. Identify the Evidence-Based Practice(s) (EBPs), evidence-informed, and/or culturally promising practices that will be used. Discuss how each intervention chosen is appropriate for your population(s) of focus and the outcomes you want to achieve. Describe any modifications (e.g., cultural) that will be made to the EBP(s) and the reason the modifications are necessary. If you are not proposing any modifications, indicate so in your response.

The Florida Supreme Court Adult Drug Court Best Practice Standards aim to bring this level of professionalism and fidelity to the adult drug court model to adult treatment courts throughout the state of Florida. The Florida Adult Drug Court Best Practice Standards were first approved by the Florida Supreme Court in 2017. Since their initial approval, the Florida Adult Drug Court Best Practice Standards were updated based on revisions to the national standards in 2018 and to align with current or proposed sets of best practices for other types of problem-solving courts in Florida. The revised Florida Adult Drug Court Best Practice Standards were approved by the Florida Supreme Court in 2022. The Florida standards are based largely on the research and analysis conducted by National Association for Drug Court Professionals (NADCP) now known as AllRise. They have been revised in places to better suit terminology and nuances that are common among treatment courts in Florida. The research cited by NADCP/AllRise is included in the form of a commentary section to emphasize the commitment to implementing and adhering to evidence-based best practices. These standards are not necessarily inclusive of every best practice that may exist. Only standards based on reliable and convincing evidence have been included. As new research studies are completed, new standards may be added.

The Florida Best Practices standards requires that the court staff continuously assess that treatment and other services provided are complying with the established evidence-based practices within their field and specialty. Treatment programs are all required to provide the court with what evidence-based curriculums they are currently utilizing as well as proof of their business & therapeutic licenses and professional liability insurance.

These services are periodically evaluated for compliance by program staff and evaluator. Some of these are listed below but not inclusive of all services provided:

**The Matrix Model - Intensive Outpatient Treatment.** The Matrix Model was chosen for intensive outpatient services because it offers a partnership approach between the substance user and the counselor and incorporates family strengthening components to educate on addiction. NIDA-funded research has demonstrated that alcohol and opiate dependent individuals demonstrated significant reductions in substance use, improvements in psychological indicators, and fewer sexual behaviors associated with HIV transmission when using the Matrix Model (Rawson et al., 1995, Shoptaw et al., 1997). The goal of the Matrix Model is to provide a therapeutic framework in which substance users can: (a) cease substance use, (b) remain in treatment, (c) learn about issues to addiction and relapse, (d) receive direction and support from a trained therapist, (e) receive education for family members affected by the addiction, (f) become familiar with self-help programs, and (g) receive monitoring by drug screens. The model utilizes a client-counselor

partnership approach and incorporates family strengthening and education components. Treatment materials draw heavily on other approaches, such as relapse prevention, group therapy, drug education, and self-help participation (National Institute on Drug Abuse [NIDA], 2006).

**Seeking Safety - Intensive Outpatient and Residential Treatment.** In alignment with SAMHSA's priorities, Seeking Safety was selected to identify various risk factors associated with substance abuse from a trauma-informed perspective that addresses the impact that past personal trauma may have on an individual's recovery. Treatment, discharge, and aftercare plans will be developed with each individual's experiences in mind. Seeking Safety is a Treatment Manual for Post-Traumatic Stress Disorder (PTSD) and Substance Abuse (Najavits, 2002). The model was chosen because it has proven to be successful for BayCare in both the inpatient and outpatient treatment settings with specific focus on females with trauma history. The model addresses: Finding & Recreating Safety, When Substances Control You, Asking for Help, Detaching from Emotional Pain, Setting Boundaries, Getting Others to Support Your Recovery, Commitment, Recovery Thinking, Coping with Triggers, Healing from Anger, and Life Choices. Seeking Safety treatment is empirically supported as efficacious for impoverished female populations with co-occurring disorders and a history of trauma (Gatz et al., 2007; Hien, Cohen, Litt, Miele, & Capstick, 2004). The Seeking Safety treatment has been shown to reduce substance use (Hien et al., 2004), trauma symptoms, (Najavits, Schmitz, Gotthardt, & Weiss, 2005) and symptoms of PTSD (Gatz et al., 2007) among male and female populations.

**Modified Therapeutic Community (TC) – Residential Treatment.** Our residential treatment at the Community Recovery Center (CRC) has been using this approach for the past fifteen years as a unique social learning-psychological model for treating the whole-person (the purposive use of the community to teach individuals to utilize the community to change themselves). This includes focusing on the complex psychological injuries that are associated with addiction and coordinating a recovery process defined by identity change. The fundamental goal of the TC is that individuals will obtain maximum therapeutic and educational impact when they engage in and learn to use all of the activities, elements and relationships of the community as well as “the tools of the house” for self-change.

Social learning theory is a type of learning theory which is grounded in the belief that human behavior is determined by a three-way relationship between cognitive factors, environmental influences and behavior. Social learning and relationships and communities provide the stimulus for a range of psychological developments. Thus, the therapeutic changes and processes that can occur within a community context and how communities can enable therapeutic change are a significant variable in developing effective treatment models. The concept of “community as method” as delivered at CRC is founded upon principles on the nature of evolved emotion regulation, social relationships, compassion-focused therapy, social learning theory and cognitive behavioral therapy. The model considers how residents of the TC can be aware of each other's daily acts of courage and respond using compassion and concern. Living in this highly structured and orientated community offers significant therapeutic value over traditional outpatient therapies through:

1. **Self-Regulation:** Attitudes, beliefs, expectations, and perceptions of life experiences shape how residents relate their environment to their behaviors. An understanding of this relationship alters how residents self-regulate their future behaviors.
2. **Modeling:** Residents learn and make decisions based on what they see peers, staff and role models doing. They observe positive behaviors modeled and practiced while increasing their own capability and confidence to implement new skills and insights.
3. **Self-Efficacy:** Residents view themselves and their capability to handle certain situations which impacts their capacity to change or set healthy goals.

**Peer Recovery.** Peer support services are an evidence-based model which consists of a qualified peer support provider who assists individuals with their recovery from mental illness and substance use disorders. (Dept. of Health and Human Services: CMS, 8-07.). Peer support encompasses a range of activities and interactions between individuals who share similar experiences of being diagnosed with behavioral health disorders. Specific skill sets focus on recovery coaching with a focus on engagement, motivation, family support, and relapse prevention. Primarily, the utilization of recovery coaching is a critical component for long-term sobriety and changes in behavior and actions.

**Wraparound - Teaming.** Team-based planning process intended to provide coordinated, holistic driven care to meet the complex needs of the individual who are involved with multiple systems. Wraparound provides an “on the ground” mechanism for ensuring that core system of care values will guide planning and produce individualized, patient centered driven support that is community based and culturally competent.

**Risk and Needs Triage (RANT)** – The RANT tool yields an immediate and easily understandable report that classifies offenders into one of four risk/needs quadrants, each with different implications for selecting suitable correctional decisions for the judiciary with the Drug Court. This tool provides an evidence-based service approach and clinical services recommendation solution for the drug court participants.

RANT items are empirically derived:

1. Reliable and valid scientific evidence supports each variable as being significantly predictive of outcomes in corrections-based programs and drug abuse treatment.
2. Each item is objectively measurable and verifiable, and does not rely solely on clinical judgment or unbiased self-reporting by offenders; and
3. No items implicate protected classes or suspect classes, such as racial minorities

2. Describe your organization's experience in implementing the practices described.

Hernando County Drug Court was established in 2001, Hernando County Mental Health Court has been in place since 2014, and Hernando County Veterans' Treatment Court has been in place since 2016. We also had a SAMHSA grant from 2019-2024 for which due to the practices followed, this program became a SAMHSA mentor site with another court from New Mexico who had a team travel to observe our practices. The SAMHSA grant as well as the Office of State Court Administration and our internal auditor continuously assures program compliance with practices described. All programs have continuously been serving this community since their inception. In the past two years, with the Florida Supreme Court's approval of the updated Best Practice Standards, a certification process has been implemented for the programs to evaluate compliance and be considered treatment courts. Some state funding received for these programs are tied to this certification and best practice compliance. Finally, since 2017 a circuit wide supervisor has been in place auditing all treatment courts within the Fifth Circuit for compliance with Evidence Based Best Practice Standards. (For more information, please see section D1 below)

3. Describe how the project will facilitate connections to health insurance, SSI, SSDI, Medicaid, and other mainstream resources.

BayCare SOAR Team helps our participants with Medicaid, SSI, SSDI. The Treatment Courts also connects our participants to an insurance representative to help them navigate the marketplace.

4. Describe how you will monitor and ensure fidelity of the EBPs, evidence- informed and/or promising practices that will be implemented.

The Hernando County Treatment Courts utilizes a management information system called the Florida Drug Court Case Management System (FDCCMS). The Office of the State Courts Administrator (OSCA) contracted with Advanced Computer Technologies (the website for that program is [ACT; actinnovations.com/Products/DCCM](http://actinnovations.com/Products/DCCM)) to create the Florida Drug Court Case Management System (FDCCMS). This program is utilized throughout the state. The FDCCMS is designed to handle the case management, program outcome, and evaluation needs of drug courts, veterans' courts, DUI courts and mental health courts. The FDCCMS streamlines data collection and entry, allowing treatment court coordinators and case managers to efficiently manage their caseloads **and monitor program outcomes**. Some of the benefits of the FDCCMS are instant participant and program level reports, custom pre court staffing reports and dockets, customizable drug test panels, and bulk tasks for quickly entering routine data. The FDCCMS is web-based for easy and secure access.

In addition, the Florida Supreme Court Best Practice Standards new certification

process requires that the services provided in the community (predominantly treatment services) are periodically monitored by a designated court staff with clinical experience to ensure that they are not only providing a list of evidence-based curriculums, but that they are following those practices. This auditor, (internal or external) also monitors court proceeding, judges and the team's interaction with participants and each other, the frequency of drug screens as well as all the requirements to be considered a treatment court as indicated in the standards.

## **SECTION D: Staff and Organizational Experience and Expertise**

1. Describe the experience of your organization with similar projects and/or providing services to the population(s) of focus for this RFA. Identify other organization(s) that you will partner with in the proposed project. Describe their experience providing services to the population(s) of focus, and their specific roles and responsibilities for this project. If applicable, Letters of Commitment from each partner must be included with your application. If you are not partnering with any other organization(s), indicate so in your response.

### The Office of the Court Administrator, Fifth Judicial Circuit of Florida:

The Fifth Judicial Circuit currently has 23 Treatment Courts, to date, more than any other circuit in the State of Florida. The first drug court in this circuit was established in the 1990s and has continuously operated for 30 years. Most all staff involved with treatment courts in the fifth circuit attend annual national and statewide training related to best practices. In addition, judges, treatment staff and other service providers and attorneys have attended these conferences. The circuit wide program evaluator has recently been recruited to teach three separate classes at the statewide Florida Association for Drug Court Professionals (FADCP) conference. All treatment court staff are also members of the FADCP organization and frequent training sessions (at least monthly) on assuring program fidelity.

The Hernando Treatment Courts has been in existence since 2001 and has helped increase public safety; reduced the number of those identified as having some substance use or mental disorders from being incarcerated. The program establishes strong collaborations with their stakeholders, such as the Hernando County Sheriff's Office; Office of the State Attorney; Public Defenders office; treatment and services providers; local defense attorneys and those organizations involved with the Dependency system are committed to these treatment court programs. The Trial Court Administrator employs non-judicial staff members who provide support functions in administrative areas, rather than legal areas, such as the administration of our treatment and problem-solving court programs.

2. Provide a complete list of staff positions for the project, including the Key Personnel (Project Director and Evaluator) and other significant personnel. For each staff member describe their: a. Role, b. Level of Effort, and c. Qualifications, to include their experience providing services to the population(s) of focus and familiarity with their culture(s) and language(s).

Project Role		Staff	Qualifications & years of experience
Court	Project Director	Katie Mosley-Rusha CPSIII	Position degree or equivalent experience. Carries a caseload providing direct services to participants as well as provide supervision which will continue to ensure program and staff fidelity, (6 years' experience)
	Court Program Specialist I (Requesting funding for this position)	Desire Smith	Bachelor's degree in social work or related social science with 2 years of related work experience.
	Program Assistant	Denise Dollak	High School diploma with related experience. (2 years related experience)
	Project Evaluator	Alina Stoothoff	Senior Court Operations Consultant of Problem-Solving Courts for the Office of the Court Administrator, Fifth Judicial Circuit. Over 30 years of experience working

3. Describe whether any listed staff members have lived expertise in recovery from OUDs, SUDs, CODs, and/or homelessness, and to what extent the inclusion of such persons will be a factor in any hiring processes related to this grant funding

No current staff have personal lived experience except through family members who have both mental and substance use disorders. However, the program works closely with Peer Recovery and Peer support services who follow evidence-based models that consists of a qualified peer support provider (with lived expertise) who assists individuals with their recovery from mental health and substance use disorders. Peer support encompasses a range of activities and interactions between individuals who share similar experiences of being diagnosed with behavioral health disorders. Specific skill sets focus on recovery coaching with a focus on engagement, motivation, family support, and relapse prevention. Primarily, the utilization of recovery coaching is a critical component for long-term sobriety and changes in behavior and actions.



## **SECTION E: Data Collection and Performance Measurement**

1. Data Collection Methods. Provide specific information about how you will collect the required data for this program and how such data will be utilized to manage, monitor, evaluate, and enhance the program. Describe your quality improvement efforts and explain how you will use the data to address your identified behavioral health disparity(ies).

In describing your plan for data collection, consider addressing the following points:

- a. Frequency of data collection
- b. Organizational processes that will be implemented to ensure the accurate and timely collection and input of data.
- c. Staff that will be responsible for collecting and recording the data.
- d. Data source and data collection instruments that will be used to collect the data.
- e. How well the data collection methods will take into consideration the language, norms, and values of the population(s) of focus.
- f. Explain how consent from youth, elderly, people with limited reading skills, and people whose first language is not English will be obtained.
- g. Processes and policies to keep data secure.
- h. If applicable, the data collection procedures to ensure that confidentiality is protected, and that informed consent is obtained.
- i. If applicable, data collection procedures from partners and/or sub-recipients.

It is not necessary to provide information related to data collection and performance measurement in a table, but the following samples may give you some ideas about how to display the information.

Hernando County Treatment Courts use Florida Drug Court Case Management System (FDCCMS) for our case management system. Every two weeks court reports and dockets are due to the program judge and the staffing team which are pulled from the information inputted to the FDCCM system daily. This information is reviewed by the team for accuracy and time constraints ensures daily input. The staff responsible for collecting and recording the data are the Court Program Specialists I and III, as well as the Program Assistant. For more information on Data and program evaluation see Section C4 above.

2. Recipients are required to report on their progress by addressing the goals and objectives identified in your Project Narrative. Recipients must periodically review the performance data they report to SAMHSA (as required above), assess their progress, and use this information to improve the management of their project. The project performance assessment should be designed to help you determine whether you are achieving the goals, objectives, and outcomes you intend to achieve and whether adjustments need to be made to your project.

Understood.

## **Section F: Detailed Budget, Budget Narrative and Justification**

1. Please include all materials, services, hours, equipment, etc., associated with the project that will be expensed by the grant in your detailed budget. If more than one funding source will be used to pay for any part of the project, please provide the name of the funding source, amount, and the percentage of each funding source to be used on the proposed project to include any in kind match.

<b>Expense</b>	<b>Estimated Expense</b>
<b>Court Program Specialist I</b> - Case manager for treatment court programs. <i>*Includes estimate for fringe benefits.</i>	<b>\$60,500.00</b>
<b>Drug Testing</b> - Urine \$11.98/ea Oral Fluid \$16.50/ea	<b>\$60,000</b>
<b>Education/Training/Tuition</b> -Registration fees for conferences such as National Association of Drug Court Professionals, or Florida Association of Drug Court Professionals. These conferences provide up to date training on best practices for treatment courts.	<b>\$2,000</b>
<b>Travel</b> - Travel and per diem for above mentioned conferences.	<b>\$2,000</b>
<b>Total Request</b>	<b>\$124,500.00</b>

2. The Budget Narrative and justification must be consistent with and support the Project Narrative.

### **Budget Narrative**

This budget request outlines the anticipated costs associated with the operation of a treatment court program. The total requested amount is \$124,500.00, which covers personnel, drug testing, professional development, and travel.

#### **Personnel:**

Court Program Specialist I: A critical component of this program is the dedicated Court Program Specialist I. This individual serves as the case manager for the treatment court programs, providing essential support and oversight to participants. The requested budget for this position is \$60,500.00. This amount includes the estimated cost of fringe benefits, ensuring a comprehensive compensation package for this vital role.

#### **Program Expenses:**

- **Drug Testing:** A core function of the treatment court is regular drug testing to monitor participant compliance. The budget allocates \$60,000.00 for this purpose. This amount covers the anticipated costs of both urine and oral fluid drug tests. Urine tests are estimated at \$11.98 each, while oral fluid tests are estimated at \$16.50 each. The flexibility to utilize both types of tests allows for varied testing protocols based on individual participant needs and circumstances. The large allocation for drug testing reflects the program's commitment to frequent and reliable monitoring.
- **Education/Training/Tuition:** To maintain the highest standards of practice and ensure the treatment court team remains up to date on evidence-based strategies, \$2,000.00 has been budgeted for education and training. These funds will be utilized for registration fees associated with relevant conferences, such as those offered by the National Association of Drug Court Professionals (NADCP) or the Florida Association of Drug Court Professionals (FADCP). Participation in these conferences provides invaluable opportunities to learn about best practices, emerging trends, and legal updates within the field of treatment courts.
- **Travel:** In conjunction with professional development, \$2,000.00 is requested for travel expenses. This allocation will cover the costs of travel and per diem associated with attending the aforementioned conferences and training opportunities. This investment in travel ensures that staff can access the most current training available, ultimately benefiting the program participants.

#### **Total Request:**

The total budget request of \$124,500.00 represents the sum of all anticipated costs for personnel, drug testing, professional development, and travel. This budget is designed to support the effective and efficient operation of the treatment court program, contributing to its overall success in promoting recovery and reducing recidivism.

3. The Budget Narrative and justification must be concrete and specific. It must provide a justification for the basis of each proposed cost in the budget and how that cost was calculated. Examples to consider when justifying the basis of your estimates can be ongoing activities, market rates, quotations received from vendors, or historical records. The proposed costs must be reasonable, allowable, allocable, and necessary for the supported activity.

- Construction and/or renovation cost are not allowed this cycle
- Equipment purchases are limited to \$5,000 per item this cycle