

**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 [BayCare Behavioral Health, Inc.], with an address of 7809 Massachusetts Avenue, New Port Richey, FL 34653, 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 24, 2023, the Hernando County Board of County Commissioners approved a solicitation seeking applications from community partners for grants, derived from the County’s first 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 23, 2023.

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 means 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 Forty-Five Thousand Five Hundred Fifty and 00/100 Dollars (\$45,550.00) 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 [120] 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 a written report documenting that the PROVIDER is meeting or has fulfilled all of the applicable financial requirements. This report is to be received by the County Administrator monthly. The PROVIDER shall also submit a written report to the County Administrator 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 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.

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 June 26, 2023 through June 25, 2024 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 as a whole, including all the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

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

19.8. Payable Interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HERNANDO COUNTY,
a political subdivision of the State of Florida

ATTEST:

Doug A. Chorvat, Jr., Clerk

Chairman

Date

[BayCare Behavioral Health, Inc.],
a Florida not-for-profit corporation

Signature

Name and title

Date

Approved as to legal form and sufficiency for
the reliance of Hernando County only.
(LR 22-567-3)