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 Premier Community HealthCare Group, Inc, a Florida not-for-profit corporation with an address of 3712 Church Avenue, Dade City, FL 33525, herein referred to as the "PROVIDER," to combat opioid abuse in Hernando County, Florida.

WITNESSETH:

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

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

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

WHEREAS, on <u>January 31, 2025</u>, 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 Seventy Thousand Two 00/100 Dollars (\$170,002.00)** 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.

- Report Deadline. To demonstrate that the Grant Funds have been used in accordance 5.2. with this Grant Agreement, the PROVIDER must submit to the County Administrator or their designee a written report documenting that the PROVIDER is meeting or has fulfilled all of the applicable financial, performance, and progress reports on the funded project. This report is to be received by the County Administrator or their designee monthly by the 15th of the month for activities conducted in the prior month from the date funds are distributed through the termination of the grant agreement. The PROVIDER shall also submit a written report to the County Administrator or their designee on or prior to September 30th of each year from the time of the execution of this Grant Agreement through the termination of this Grant Agreement demonstrating that the PROVIDER is fulfilling, or has fulfilled, its purpose, and has complied with all applicable Hernando County, state, and federal requirements. The County Administrator may also request that a compilation statement or independent financial audit and accounting for the expenditure of Grant Funds be prepared by an independent certified public accountant at the expense of the PROVIDER. In the event that the PROVIDER fails to submit the required reports as required above, the County Administrator may terminate this Grant Agreement in accordance with Article 7. Further, the County Administrator must approve these reports for the PROVIDER to be deemed to have met all conditions of this Grant Award.
- 5.3. Program Monitoring and Evaluation. The County Administrator, their designee, analyst, and Contract Administrator may monitor and conduct an evaluation of the PROVIDER's operations, which may include visits by County representatives to: PROVIDER's programs, procedures, and operations; discuss the PROVIDER's programs with the PROVIDER's personnel; and evaluate the public impact of the PROVIDER's programs. Upon request, the PROVIDER shall provide the County Administrator with notice of all meetings of its Board of Directors or governing board.
- 5.4. Payments. For its performance under this Grant Agreement, the Grant Funds shall be distributed to the PROVIDER in two equal payments, the first payment distribution within sixty (60) days of execution of this Grant Agreement, and the second payment distribution shall be made (6) months after the execution date of this Grant Agreement. Prior to the second payment, the PROVIDER shall provide the COUNTY a complete accounting as to how the first payment has been spent. The PROVIDER shall provide the COUNTY a complete accounting as to how the second payment has been spent within 30 days of the expenditure deadline.
- 5.5. Contracts and Subcontracts; Laws. The PROVIDER shall not enter into any contracts or subcontracts in the performance of this Grant Agreement that would affect the COUNTY's financial contribution without prior notice and written consent of the Contract Administrator. Notice and consent for such contracts and subcontracts may be provided through

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

- 5.6. Subcontract Monitoring. If applicable, the PROVIDER shall monitor all subcontracted services on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Such summaries and documents shall be submitted to the COUNTY upon request.
- 5.7. Amendments. The COUNTY or the PROVIDER may amend this Grant Agreement provided that such amendments make specific reference to this Grant Agreement and are executed and approved in writing by the governing bodies of each party. Such amendments shall not invalidate this Grant Agreement, nor relieve or release the COUNTY or the PROVIDER from its obligations under this Grant Agreement or change the independent agency status of the PROVIDER. The COUNTY may, at its discretion, amend this Grant Agreement to conform with Hernando County, State, or Federal, guidelines or policies, available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or the schedule of activities to be undertaken as part of this Grant Agreement, such modifications will be incorporated only by written amendment signed by both the COUNTY and the PROVIDER.

ARTICLE 6. TERM

6. The term of this agreement is <u>July 1, 2025, through June 30, 2026</u>, 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
Doug A. Chorvat, Jr., Clerk	Brian Hawkins, Chairman
SEAL	May 13, 2025 Date
COURT COUNTY	Premier Community HealthCare Group, Inc., a Florida not-for-profit corporation
	Signature
	Name and title CE
	6/3/2025

Date

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

(LR 22-567-3) By:

County Attorney's Office

EXHIBIT A

FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

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

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

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

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

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

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

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

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

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

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

- 1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.
- 2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.
- 3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.
- 4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.
- 5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).
- 6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.
- 7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.
- 8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.
 - 9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

- 10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."
- 11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.
- 12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.
- 13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.
- 14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.
- 15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.
- "Qualified County" shall mean a charter or non-chartered County that has a 16. Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature. extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

- 17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.
- 18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.
 - 19. "State" shall mean the State of Florida.

B. Terms

- 1. Only Abatement Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.
- 2. Avoid Claw Back and Recoupment Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.
- 3. No Benefit Unless Fully Participating Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government

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

- 4. **Distribution Scheme** If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:
 - (a) <u>City/County Fund</u>- 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) <u>State Fund</u> 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) <u>Size</u> 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) <u>Chair</u> The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) <u>Term</u> Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) <u>Support</u> DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) <u>Meetings</u> 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) <u>Conflict of Interest</u> 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	Amount that shall be	
Government Participation in	paid into the Expense Fund	
the Settlement (by	from (and as a percentage	
percentage of the population)	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	\$1,000
to 18 years):	
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) <u>Creation of and Jurisdiction over the Expense Fund</u>- 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.

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

C. Other Terms and Conditions

- 1. Governing Law and Venue: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.
- 2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:
 - a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. <u>Local Governments Agreement Managers and Administrators</u> 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		11/15/2021
Jeffrey W. Rogers	By: Its:	DATED
County Administrator		

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

11/15/202

: John Guard DATED

EXHIBIT A

Schedule A

Core Strategies

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

- A. Naloxone or other FDA-approved drug to reverse opioid overdoses
- 1. Expand training for first responders, schools, community support groups and families; and
- Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment
- 1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
- 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
- 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
- 4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.
- C. Pregnant & Postpartum Women
- 1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
- 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
- 3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.
- D. Expanding Treatment for Neonatal Abstinence Syndrome
- 1. Expand comprehensive evidence-based and recovery support for NAS babies;
- 2. Expand services for better continuum of care with infant-need dyad; and
- 3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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

- E. Expansion of Warm Hand-off Programs and Recovery Services
- 1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
- 2. Expand warm hand-off services to transition to recovery services;
- 3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions.;
- 4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
- 5. Hire additional social workers or other behavioral health workers to facilitate expansions above.
- F. Treatment for Incarcerated Population
- 1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
- 2. Increase funding for jails to provide treatment to inmates with OUD.
- G. Prevention Programs
- 1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
- 2. Funding for evidence-based prevention programs in schools.;
- 3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
- 4. Funding for community drug disposal programs; and
- 5. Funding and training for first responders to participate in pre-arrest diversion programs, postoverdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.
- H. Expanding Syringe Service Programs
- 1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.
- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

- 12. [Intentionally Blank to be cleaned up later for numbering]
- 13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
- 14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
- 15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

- 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.
- 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 cooccurring 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.
- 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 opioidrelated 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-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:

- 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.
- 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.
- 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.
- 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:

- 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).
- 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 evidencebased 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
- 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.
- 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.

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

K. TRAINING

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

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

L. RESEARCH

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

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

EXHIBIT C

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

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

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

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
7 Control or	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
1313	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
1 110110	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%	CONTRACTOR
	Gadsden County		0.090211810642%

	Chattahoochee	0.004181667	7772%
	Greensboro	0.000492067	7723%
	Gretna	0.002240633	3101%
	Havana	0.005459954	403%
	Midway	0.001202025	5213%
	Quincy	0.019867915	5223%
Gilchrist		0.064333769355%	
	Gilchrist County	0.061274233	3881%
	Bell	0.000099866	5143%
	Fanning Springs	0.000388570	084%
	Trenton	0.002571099	3247%
Glades		0.040612836758%	
	Glades County	0.040420367	7464%
	Moore Haven	0.000192469	294%
Gulf		0.059914238588%	
	Gulf County	0.054715753	1905%
	Port St. Joe	0.004817179) 591%
	Wewahitchka	0.000381307	7092%
Hamilton		0.047941195910%	
	Hamilton County	0.038817063	1931%
	Jasper	0.004869836	5285%
	Jennings	0.002623755	5940%
	White Springs	0.001630543	L754%
łardee		0.067110048132%	
	Hardee County	0.058100306	5280%
	Bowling Green	0.001797590)575%
	Wauchula	0.006667426	5860%
	Zolfo Springs	0.000544724	417%
Hendry		0.144460915297%	
	Hendry County	0.122147187	7443%
	Clewiston	0.017589153	L414%
	LaBelle	0.004724576	5440%
Hernando		1.510075949110%	
40.	Hernando County	1.447521612	2849%
	Brooksville	0.061319627	7583%

	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%
Messes	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	<u> </u>	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%
	Belleview		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		33137111%
	Sunny Isles Beach		93324511%
	Surfside		69836285%
	Sweetwater	0.0041	16300842%
	Virginia Gardens	0.0011	72973244%
***************************************	West Miami	0.0026	54623657%
Monroe		0.476388738585%	
	Monroe County	0.3301	24785469%
	Islamorada	0.0223	57305808%
	Key Colony Beach	0.0047	51812661%
	Key West	0.0880	87385417%
	Layton	0.0001	50707089%
	Marathon	0.0309	16742141%
Nassau		0.476933463002%	
	Nassau County	0.3927	06357951%
	Callahan	0.0002	25152759%
	Fernandina Beach	0.0831	59445195%
	Hillard	0.0008	42507098%
Okaloosa		0.819212865955%	
	Okaloosa County	0.6120	59617545%
	Cinco Bayou	0.0007	33562214%
	Crestview	0.0704	40130066%
	Destin	0.0146	78507281%
	Fort Walton Beach	0.0778	37487644%
	Laurel Hill	0.0000	79892914%
*****	Mary Esther	0.0093	56549730%
	Niceville	0.0217	45398713%
	Shalimar	0.0018	24826796%
	Valparaiso	0.0104	56893052%
Okeechobee		0.353495278692%	
	Okeechobee County	0.3145	43851405%
	Okeechobee	0.0389	51427287%
Orange		4.671028214546%	
	Orange County	3.0633	30386979%
	Apopka	0.0972	15150892%

	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%
(Clin	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
Putnam		0.384893194068%
	Putnam County	0.329225990182
	Crescent City	0.005561636294
	Interlachen	0.001877483489
	Palatka	0.046955244716
	Pomona Park	0.000379491344
	Welaka	0.000893348043
Santa Rosa		0.701267319513%
	Santa Rosa County	0.592523984216
	Gulf Breeze	0.061951507906
	Jay	0.000159785829
	Milton	0.046632041562
Sarasota		2.805043857579%
	Sarasota County	1.924315263251
	Longboat Key	0.044489458856
	North Port	0.209611771277
	Sarasota	0.484279979635
	Venice	0.142347384560
Seminole		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
St. Johns		0.710333349554%
	St. Johns County	0.656334818131
	Hastings	0.000010894488
	Marineland	0.0000000000000

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
11111111	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%
Wakulia		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

Applicant Information

Organization Name: Premier Community HealthCare Group, Inc.	Authorized Organization Representative: Joseph D. Resnick, President & CEO
Address: 37912 Church Avenue	Telephone/Email: JResnick@HCNetwork.org 352-518-2000 x9013 (Main) 813-484- 9431 (Mobile)
City, State, Zip: Dade City, FL 33525	Organization Website: www.premierhc.org
Contact Person Name & Title: Cheryl Pollock Chief Advancement & Community Engagement Officer	Federal ID Number: 59-1964612
Contact Person Email/Telephone: cpollock@HCNetwork.org 352-518-2000 x9012 (Main) 813-738-2309 (Mobile)	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 an 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:Jo	oseph D. Resnick	
Signature: Oly Resneh		
Typed Name:Joseph D. Resnick		
Title:President & CEO	Date:2/27/25	

Project Description and Narrative

SECTION A: Population of Focus and Statement of Need

Premier Community HealthCare Group, Inc. (Premier) is requesting funding support to expand access to substance misuse treatment services, opioid prevention, and treatment services at its Hernando County clinic locations. The demographic profile of those in need of opioid prevention and treatment services spans all ages, ethnicities, and income levels. Hernando County is home to 194,515 residents (US Census, 2020) with a poverty rate of 11.8%, which is slightly lower than the rate for all people in Florida (US Census, 2020). Additionally, Hernando County has a higher rate of Veterans (10%) than the state rate for Florida, which is only 7.3%. Another relevant demographic profile for the population of focus is the uninsured and underinsured rates. Of those living in Hernando County, 14.1% are uninsured, reflecting the ongoing need for affordable and accessible healthcare services. Additionally, while the gender rates are somewhat even across the county, the demographic profile for those that have benefited from Premier's SUD/OUD and co-occurring disorders/mental health services in the past mostly identify as White, Female, and between the ages of 17 to 70+ years of age.

Premier regularly assesses its service area demographics utilizing tools like the US Census and the UDS Mapper. Premier also conducts its own assessment every three years and plays an active role in Community Health Needs Assessments with local non-profit hospitals, health departments, and a broad range of community-based organizations. In 2023, a comprehensive needs assessment and gap analysis was conducted with support from Tripp Umbach, a nationally recognized consulting firm that blends market intelligence, strategy, economic analysis, design thinking, and creative solutions. Tripp Umbach identified critical service area gaps, which helped Premier's leadership shape its strategic goals aimed at addressing care gaps, enhancing community engagement, and reaching underserved populations. As part of the findings and assumptions, Tripp Umbach used the Community Needs Index (CNI), which assists organizations in identifying and addressing barriers to healthcare access in their communities.

This analysis was instrumental in identifying Premier's primary market area and evaluating each facility's target population, community health needs, and existing service gaps. In response, Premier continues to use the findings to strengthen its model of care and expand health center services to meet the growing needs of the community. In Hernando County, the average CNI score was 3.46, which indicates that overall, residents in the area ZIP codes face more barriers to healthcare access. This score is higher than the median CNI score of 3.0 and typically indicates that a specific socioeconomic factor impacts the community's access to care. At the ZIP code level, the

highest CNI score is 4.0 in 34606 (Spring Hill). In total, eight ZIP codes were higher than the median score of 3.0.

ZIP Code	City	CNI Score	
34606	Spring Hill	4.0	
34601	Brooksville	3.8	
34607	Spring Hill	3.8	
34608	Spring Hill	3.8	
34602	Brooksville	3.4	
34604	Brooksville	3.4	
34613	Brooksville	3.2	
<u>34661</u>	Nobleton	3.2	

*Eight ZIP codes in Hernando County with CNI scores higher than 3.0

Premier's continuous focus is on ensuring affordable, quality primary and supplementary healthcare services, particularly for the medically underserved, uninsured, and low-income populations

In alignment with Exhibit A Core Strategies under the Hernando County Opioid Settlement Response Plan, Premier will increase outpatient therapy and counseling, as well as increase the distribution of medication-assisted treatment (MAT) while providing integrated care to help people find long-term recovery from opioid use disorder. Based on the most recent Community Health Needs Assessment, these services are most difficult to access in Hernando County, especially for low-income, uninsured and vulnerable populations. Furthermore, the Community Health Needs Assessment highlighted the rates of opioid overdose deaths, as well as all drug overdose emergency department visits, which resulted in substance misuse and mental health problems as two of the most important health issues that need to be addressed in Hernando County 2024-2026 Community Health Improvement Plan (CHIP).

The extent of the mental health and substance misuse problem in Hernando County is concerning. The target population of medically underserved, uninsured, and low-income individuals in Hernando County face significant socioeconomic disparities. Eliminating barriers, achieving health equity, and improving health for the medically underserved remains a challenge in the targeted area. According to the data released through the Hernando County Community Health Assessment Technical Appendix published in

2023, the rate of all drugs non-fatal overdose emergency department visits was 230.6/100,000 of the population. Additionally, the all drug non-fatal overdose hospitalizations rate was 125.2/100.000 of the population. To further elaborate on the prevalence rates, the age-adjusted death rate per 100,000 for opioid overdose deaths was 14.9 in 2020, resulting in a total of 24 deaths. Whereas the age-adjusted death rate per 100,000 for all drug overdose deaths was 19.2, resulting in 32 deaths. For both categories, it is one too many deaths for residents in our community. More recent data was made available through the Hernando Community Coalition, a county-wide collaboration dedicated to behavioral health partnerships working to prevent and reduce substance use and associated problems among youth and families in Hernando County (www.hernandocommunitycoalition.org). The published annual report indicates that in 2021, the rates of emergency department visits, hospitalizations, and EMS services all increased due to non-fatal opioid-involved overdoses for all ages of residents in the county. The published report was produced based on FloridaCHARTS, AHCA and EMSTARS data. Overall, there were 541 opioid related deaths identified in toxicology reports. Unfortunately, there were 312 opioid involved deaths due to fentanyl. Additionally, there were other opioid-involved overdose deaths and the report breaks it down by selected drug (see full report www.hernandocommunitycoalition.org).

Access to behavioral healthcare services remains a significant challenge for many within the community, particularly for those living in low-income areas. Premier serves a diverse population of individuals who face a range of challenges when it comes to accessing SUD, OUD and/or mental health care. Many of Premier's patients are uninsured or underinsured, and they may not have access to the resources they need to manage their mental health. Hernando County has been designated as Health Professional Shortage Areas (HPSAs) for Mental Health (Low Income). Premier's HPSA score for mental health in the county is 21 out of a possible score of 25. The higher the HPSA score, the higher the need for the services. According to the County Health Rankings published by the Robert Wood Johnson Foundation, the ratio of residents to one mental health provider is 1,010:1 in Hernando County: Hernando's ratio is more than double the state benchmark of 490:1 and three times the national benchmark of 320:1. This ratio shows the number of mental health providers in an area, but it does not tell the complete story. The measure does not consider how many mental health providers participate in the state Medicaid program or how many mental health providers offer reduced fees for the uninsured, underinsured, and low-income population.

The specific services to be expanded will include behavioral health therapy and medication management through substances like suboxone, Vivitrol, and naltrexone. Services will also include medication-assisted treatment, substance use disorder, and recovery services. Premier's integrated behavioral health and primary care model of care plays a critical role in addressing substance use disorders (SUD) as primary care providers are often the front line for patients' mental health concerns. The integrated

model at the two family health center locations in Hernando County enables Premier to increase access to screening for mental health and substance use disorders. It also ensures continuity of care for the provision of medication-assisted treatment (MAT) services and recovery support. Additionally, Premier's model includes telehealth access which increases access to care for community members.

The target population of medically underserved, uninsured, and low-income people in the Hernando County area is more likely to experience health disparities because of social determinants and the availability of daily needs such as safe housing, healthy foods, job opportunities, quality education, and other social supports. Minorities, the homeless, and special populations have the greatest health disparities.

Premier will provide care for the community's most vulnerable population, uninsured, underinsured, and special populations (homeless, veterans, elderly, farmworkers, and public housing residents). For those whose insurance does not cover the OUD/SUD services needed, Premier will ensure access through its discount fee program, which enables patients to afford services based on income and household size.

SECTION B: Proposed Implementation Approach

There is a critical shortage of behavioral health and opioid prevention services in the community as identified in the Hernando County Community Health Needs Assessment. One of the goals of the CHIP Implementation Plan is to improve access to mental health and substance misuse services. As a safety net provider, Premier is well positioned to address this service gap and related health disparities to ensure that those in greatest need have access to outpatient therapy and counseling as well as medication-assisted treatment (MAT) services. As previously stated, the purpose of Premier's proposal is to address and respond to the community's needs as it relates to behavioral health support and substance misuse/opioid prevention. Based on the most recent Hernando County community health needs assessment conducted by WellFlorida Council inclusive of the Department of Health and over twenty community-based partners, there were 24 opioid overdose deaths in 2020, whereas the opioid-involved non-fatal overdose emergency department visits were 188 in 2021. Furthermore, the opioid-involved non-fatal overdose hospitalizations were 92. A series of additional indicators in the community health needs assessment convey the staggering challenges that community members face and the critical needs for behavioral health services.

The primary program goal of the proposed program is to expand OUD services while broadening the scope of recovery support services to include co-occurring SUD and/or mental health conditions. to address the lack of integrated SUD-MH services available in Hernando County. Support from Hernando County's Opioid Settlement funding allocation will enable Premier to expand services by hiring a registered clinical social worker/registered licensed mental health counselor who will have completed graduate

school in social work and has adequate training and experience to support the needs of the targeted patient population. Within Premier's patient population in Hernando County, there are hundreds of SUD/OUD with co-occurring mental health conditions being referred for treatment services and in need of an assessment, resulting in wait times up to three-four months or longer. The addition of a registered clinical social worker/registered mental health counselor will expedite the Screening, Brief Intervention, and Referral to Treatment (SBIRT) and intake process, enabling patients to begin therapy, counseling or medication-assisted treatment sooner.

The target number of clinic visits and patients to benefit from services through this proposed project will be determined based on the funding allocation. Typically, a full-time Licensed Clinical Social Worker provider will see on average six patients a day for outpatient therapy or counseling. Whereas a psychiatric advanced family nurse practitioner will see an average of fourteen patients a day for medication-assisted treatment (MAT) services. If fully funded, the proposed number of unduplicated patients to be served during the project period will be 500. The allocation of the provider for this grant will be contingent on the funding amount.

Substance Misuse and Opioid Use Disorders along with co-occurring mental health problems constitute a unique healthcare need of the target population and a growing problem in healthcare. Within the community Premier serves, health behavior death rates for drug overdoses, drug poisonings, and motor vehicle crashes have increased and reflect the statewide and national dilemma. Enhancing the integration of services and expanding access to prevention, treatment, and recovery services for OUD and/or co-occurring SUD/MH will improve outcomes for patients and support the system of care for people affected.

The integrated model creates a team to provide primary care, psychiatry, therapy, nursing, and case management for people with mental health and medical illnesses. Selected mental health conditions addressed at Premier's Behavioral Health sites in Hernando include alcohol-related disorders, other substance-related disorders, depression & other mood disorders, and a broad scope of recovery services that include co-occurring SUD or mental health conditions. In 2024, Premier provided a total of 1,737 behavioral health services to 441 unduplicated patients at its Hernando County locations. Of those clinic visits, 614 were SUD/OUD related benefiting 388 unduplicated patients. In essence, of all the behavioral health department patients served in Hernando County last year, 76% had a co-occurring OUD, SUD and/or mental health conditions. There is a correlation showing a significant percentage of patients seen for Behavioral Health/Substance Use Disorder services were also seen in Premier's family medicine and/or its dental service lines. This data speaks directly to the impact of SUD-BH services along with integrated primary care services in treating the whole person.

The proposed project budget request will enable more patients to be seen as a result of adding a full-time social worker to conduct screenings, intake, and provide connections

to care for people who have – or are at risk of developing OUD and or any co-occurring SUD/MH conditions. Having a dedicated social worker focus on screenings using the Screening, Brief Intervention and Referral to Treatment (SBIRT) model will free up the licensed practitioners to provide therapy, counseling and medication-assisted treatment services for the target population in Hernando County.

Expanded access to care for integrated OUD and any co-occurring SUD/MH conditions, services will be accomplished through the following goals:

- Increase the number of SUD/OUD/MH patients served over the prior year (Project period goal is 500 unduplicated patients).
- 2. Screening, Brief Intervention, and Referral to Treatment (SBIRT) will be conducted for every patient.
- Each patient will be evaluated multiple times by the SBIRT and PHQ-9 testing instruments* and results will be documented in the electronic health records system.
- 4. By the end of the project period, each provider supported by the funding award will complete one or more continued education sessions to strengthen their knowledge and skills using evidence-based strategies.

Patients will be evaluated multiple times by the SBIRT and PHQ-9 testing instruments to evaluate progress and challenges faced by each program participant in treatment. It is anticipated that the scores will go up and down as participants go through The Stages of Change while in treatment. This program plans on a 50% success rate when participants reach the Maintenance Stage of Change, 5th Stage.

Additional Key Performance Indicators (KPIs) include:

- Productivity (Appointments scheduled, canceled, attended, rescheduled, noshow rates)
- 2. Number and demographics of patients served for this project
- 3. Diagnosis type
- 4. Care Quality metrics
- Treatment effectiveness
- 6. Number of uninsured, underinsured and low-income persons served

As it relates to a timeline, Premier is expanding existing services, and the start date will be contingent on a grant award date. Recruitment for the additional FTE will commence upon award notification. Premier is positioned to implement expanded services within 45-60 days of an award date. Completion date is also contingent on the grant period. The services proposed are completely aligned with Hernando County's efforts to combat opioid and substance misuse through screenings, treatment, prevention, and recovery services. Special emphasis will be placed on core strategies outlined in Exhibit A, B,

and C. The specific strategies from the exhibits that will be addressed through implementation of Premier's proposed services include but are not limited to the following:

- Distribution of Naloxone or other FDA-approved drugs to reverse opioid overdose.
- Increased access to individuals who are uninsured or whose insurance does not cover the OUD and any co-occurring SUD/MH services needed.
- Outpatient therapy and/or counseling services.
- Expansion of Screening, Brief Intervention, and Referral to Treatment (SBIRT) services to non-Medicaid eligible or uninsured pregnant women.
- Provision of wrap-around services through case management to individuals with SUD/OUD and co-occurring MH disorders including referrals to housing, transportation, employment, childcare, training, dental and primary care health services.
- The hiring of additional social workers to facilitate expanded services.
- Continuing medical education (CMEs) for project staff
- Evidence-based data collection.
- Expansion of telehealth services to increase access to OUD and any cooccurring SUD/MH conditions, including all forms of medication-assisted treatment (MAT) approved by the U.S. Food and Drug Administration.
- Support for people in treatment and recovery by providing counseling, case management, community navigators, and connections to community-based services.
- Provision of transportation assistance to enable people with OUD and any cooccurring SUD/MH conditions to access treatment services at Premier (bus passes, taxi and/or uber health).
- Engagement with nonprofit organizations, faith-based communities, and community coalitions to support people in treatment and recovery.
- Connecting people who need help to the help they need.
- Prevention of over-prescribing and assurance of appropriate prescribing and dispensing of opioids.

The services will be aligned with the grant project period timeline.

As outlined in the budget, the staffing plan includes:

- 75% of 1 FTE Licensed Clinical Social Worker
- 75% of 1 FTE Registered Clinical Social Worker or Registered Licensed Mental Health Counselor

 20% of 1 FTE Psychiatric Advanced Practice Provider that specializes in medication-assisted treatment (MAT) for OUD/SUD disorders.

Premier is fully engaged in the Public Safety Coordinating Council in Hernando County and works to ensure warm handoffs and referrals from community-based agencies are occurring. Dissemination of pamphlets and educational materials through outreach and education are ongoing. Additionally, Premier's proven history of grant compliance, leveraging private fundraising dollars with public funding and providing services in the community for over forty-five years is a major factor as it strives to build a diverse payor mix to ensure sustainability of the proposed services.

SECTION C: Evidence-Based Service/Practice

The mental health providers employed by Premier are licensed in their respective fields or registered clinical practitioners supervised by licensed providers. The most common modality of care for Premier's team of practitioners is the use of Cognitive Behavioral Therapy (CBT) for OUD, SUD/MH patients, which is an evidence-based practice that is widely recognized worldwide. The providers integrate clinical expertise using CBT in the context of the patients' characteristics, culture, and preferences. Using this evidence-based modality of care ensures that the patient care is goal focused, enabling patients to understand the relationship between their thoughts, feelings, and behaviors. Each intervention is chosen appropriately for each patient and will be aimed at identifying the dysfunction and distorted cognitions associated with their psychological problems, enabling the creation of a more functional and cognitive pattern that creates less emotional distress and more helpful behaviors as the outcome. CBT for OUD, SUD/MH encompasses a variety of interventions that focus on various targets including: motivational interventions, contingency management, relapse prevention and other treatments.

Since 1979, Premier Community HealthCare Group, Inc. (Premier), a Federally Qualified Health Center, has provided comprehensive primary, preventative, and supplemental health services to the medically underserved community members of Pasco and Hernando counties. Premier's long history of providing integrated mental health services with SUD/OUD dates back to the 1980s with its first behavioral health service line location in Dade City. The mission of Premier is "to provide accessible healthcare services for all." Accredited by the Association of Ambulatory Health Care and recognized as a Patient-Centered Medical Home for using evidence-based, patient-centered processes that focus on highly coordinated care and long-term participative relationships, Premier is a safety net for the medically underserved population and can manage the proposed program expansion. In 2024, Premier provided healthcare services to over 46,000 community members through its eight service lines. Premier also provides a Discount Fee Program based on the federal poverty level limits to

determine financial responsibility for each patient and has established an in-house pharmacy to ensure that all patients benefit from the lowest possible costs for their medications. Also, in accordance with Premier's policy, there is the capacity to care for patients that have minimal financial resources by providing a discount fee program based on income and household size. The cost of care remains; thus, Premier's fundraising efforts have increased to support patient services and program costs that are not covered by existing federal funding. Premier has expanded on multiple levels over the past decade to meet the evolving needs of community members and to ensure that its mission is alive in all corners of the community.

The proposed project will facilitate connections to health insurance through Premier's Healthcare Navigators. These care team members are licensed through CMS to provide health insurance education, outreach & enrollment, and navigation assistance with the healthcare marketplace. Additionally, the Healthcare Navigators provide enrollment assistance for Medicaid, KidCare, and facilitate referrals to community-based services for help with SSDI and/or other public social services.

To ensure monitoring and ensure fidelity of the evidence-based practices that the clinicians implement, they will continue to maximize training and benefit from supervision from the clinical director, with peer review feedback as well. Collaboration with peers is a core aspect of ensuring fidelity as the therapist often discusses similar challenges and best practices when implementing evidence-based practices. The clinicians at Premier are also provided with additional training by Dr. Cameron, the Director of Behavioral Health Education. They also use treatment manuals to guide their delivery of care. The behavioral health clinicians actively conduct self-assessments, making adjustments as needed to ensure fidelity when using the evidence-based model of care described in this proposal.

All Premier services value the patient's beliefs and recognize the complexity in language interpretation. Premier also involves the community in learning and understanding the unique needs of the population. All services are delivered by licensed, highly skilled professionals in a patient-centered, respectful, and non-judgmental manner.

Also unique to community health centers, the unique demographics of the staff mirror the population it serves. Throughout Premier's health centers, providers and support staff communicate in Spanish and English. If a patient presents and speaks another language that requires translation/interpretation, the health center staff has access to a third-party service that is contracted to assist virtually. It has proven to be a reliable and effective method for interpretation services. Additionally, accommodation is made for deaf/hard of hearing patients who require communication assistance.

All health service literature, health education materials, pamphlets, and flyers are in English and Spanish. Postings and forms created for internal use during patient care are always bilingual. Special attention is given to holding therapy sessions or trainings either in Spanish or with Spanish interpretation being available.

At Premier, we are committed to fostering a positive, supportive, and harassment-free environment of care where every patient feels valued, heard, and respected. We uphold the highest standards of professionalism and mutual respect, working towards an environment that promotes teamwork, open communication, and accountability. We aim to deliver a best-in-class patient experience, and our dedicated Care Team Members (CTMs) are a key part of our journey towards meeting our mission.

We recognize that collaboration and professionalism are essential to our success and encourage the exchange of ideas and perspectives to strengthen our ability to deliver exceptional care. Our commitment extends to fostering a patient-centered environment of care, built on professionalism, mutual respect, and shared sense of purpose. We support our care team's success through professional development, maintaining a safe and positive work environment, and promoting clear communication.

SECTION D: Staff and Organizational Experience and Expertise

Jesse Dang, the Associate Vice President of Operations, will be responsible for project implementation, and Larry Legg, LCSW, the Clinical Director of Behavioral Health Services. Jesse Dang joined Premier in August 2021 as an Operations Director. Dang completed his undergraduate studies in Biomedical Sciences and graduate studies in Health Administration and Business Administration at the University of South Florida. He is a Certified Project Management Professional, a Certified Lean Six Sigma Black Belt, and a Certified Professional in Healthcare Management Systems. Jesse oversees all management leaders for each clinic and optimizes each service line to reach its full potential in serving patients while ensuring a laser-like focus on future growth as Premier expands to meet the needs of our community.

Larry Legg, LCSW, CCM, joined Premier in August 2021 and was promoted to Clinical Director of Behavioral Health in 2024. Larry provides direct supervision for the therapists at Premier. He has been employed as a Social Worker since 1996 in the Tampa Metropolitan Area and has been a LCSW since 1999. Larry has vast experience in Family Preservation, Family Reunification, In-Home Therapy, Outpatient Treatment including Partial Hospitalization and Intensive Outpatient Treatment Programs. All of these positions have been working with co-occurring disorders. Larry completed his bachelor's and master's degree in social work from West Virginia University. He has lived in Pasco County for 25 years with his wife and the couple raised their family here. Larry often refers to his patients as neighbors or friends.

Behavioral Health Practitioners Nany Pena, LCSW and Yaima Rodriguez, APRN have a combined 20 of years as clinicians specializing in treatment for persons with OUD and any co-occurring SUD/MH conditions. A third project role will include the recruitment and hiring of a registered clinical social worker or a registered licensed mental health counselor. All three roles will be dedicated to serving patients in Hernando County with OUD and any co-occurring SUD/MH conditions. Pena will practice in clinic three days a week and provide telehealth two days a week, providing services five days a week. Rodriguez will dedicate 20% of her time each week (1 full day a week) to medication-assisted treatment services in clinics. The registered clinical social worker will conduct screenings, intake, and wrap-around referrals services to ensure people are connected to the help they need five days a week.

Rhonda Cameron, Ph.D. has over thirty-five years of experience and joined Premier Community HealthCare Group, Inc. as a Behavioral Health Counselor in 2001. Since joining the Premier Community HealthCare team, Dr. Cameron has become a vital team member in multiple roles. As the current Director of Behavioral Health Education, Dr. Cameron is responsible for onsite clinician education, ensuring the treatment protocols are followed and ensuring fidelity of the evidence-based practices.

The personnel justification attached to the budget outlines the dedicated project roles that the grant would support. All positions would report to Larry Legg, except for the medication-assisted treatment (MAT) provider, who would report directly to Premier's Chief Medical Officer, Dr. Delisa Heron.

Premier has extensive prior experience with key projects of a similar nature. With supplemental funding through HRSA, Premier launched and integrated substance use disorder (SUD) services in 2018 at its East Pasco Behavioral Health clinic. Existing and new health center patients benefit from the SUD program. Intake by a therapist or the psychologist for new patients in a required step before a patient can begin receiving OUD or co-occurring SUD/MH services. To optimize integrated care, each patient is also required to have a physical on file (within the last 6 months). Each OUD/SUD plan of care is customized to accommodate the needs of each patient. Behavioral Health and Substance Use Disorder services have progressively expanded over the past five years, especially. The increased demand for services coupled with unique grant opportunities has supported expanded services. Premier has been awarded numerous grants over its forty-five-year history to launch and expand patient services. Grant awards through the federal, state, and county government have enabled projects to be successfully implemented with key objectives met within budget. Premier prides itself on transparent project and grant management practices and produces timely and thorough reports for all its grant-funded projects.

Over Premier's forty-five years as a community health center dedicated to strategic partnerships and leveraging community resources, Premier will continue to build partnerships and ensure referral relationships are strengthened. Premier has informal and formal partnerships with an array of community-based organizations in Hernando County through various coalitions, committees and forums. All of these relationships will aid in the success of the proposed project, ensuring access to care for OUD and any co-occurring SUD/MH condition is within reach for those who need it the most.

SECTION E: Data Collection and Performance Management

All program data will be collected through the electronic health records platform. The EPIC Electronic Health System application has been specifically designed for community health centers and includes comprehensive reporting functionality for grants, programmatic reporting, and patient outcomes. It provides all patient reporting functionality. EPIC dashboards can produce custom and standard reports in use by FQHCs and similar healthcare facilities as well as custom reporting dashboards so that staff can view data pertinent to a particular program, funder, or population. Reports are available at the patient, provider, and practice level. Clinical quality measures are tracked and electronic reporting to CMS is integrated into the tool. It also provides dashboards related to Patient Centered Medical Home (PCMH) and Medicaid Meaningful Use. The PCMH report calculates, measures, and exports data so health center staff can easily send measure performance to payers.

Patients can access their post visit summaries via EPIC's patient portal, formerly known as MyChart. Patients can also self-schedule appointments via Premier's website and renew prescriptions via Premier's pharmacy app RX365. The newest service available is prescription delivery, which has been well received by Hernando patients. Note: controlled substances cannot be mailed/delivered.

Premier's dedicated efforts to improve clinical quality outcomes and reduce health disparities within the patient population are supported by the continuous actions that lead to measurable improvements in health care services and the overall health status of health center patients. Four steps are included for each core clinical quality measure to support quality improvement. Those steps include identification, analysis, development of activities, and implementation of actions/activities. The Quality Improvement/Quality Assurance committee is led by the Director of Nursing with support from the Quality Clinical Care Manager and oversight by the Chief Medical Officer. The QI/QA committee meets monthly to address progress toward core clinical quality goals and to discuss course correction for addressing behavioral health disparities and overall quality improvement for health center patients.

As it relates to data collection and the data sources, all clinicians are expected to enter patient visit notes (including screenings, intake, treatment) upon completion of each visit. Consent forms are uploaded into the patient record and maintained in the secure

EHR system. For patients with literacy difficulties, accommodation and/or assistance are provided by the care team members to ensure comprehension.

SECTION F: Detailed Budget, Budget Narrative, and Justification (See attached spreadsheet)

Premier Community HealthCare Group, Inc Section F

Expanding Access to Care: Combating Opioid Use in Hernando County Budget 2025-26				
Item	Hernando Opioid Funding Request	Premier Matching Funds	Total	Budget Narrative
Provision of outpatient therapy or counseling for SUD, OUD and Co- Occuring Mental Health Services	\$72,750	24,250	\$97,000	75% of 1 FTE Licensed Clinical Social Worker (Salary, Taxes and Benefits)
Provision of Medication- Assisted Treatment	\$33,227	\$132,908	\$166,135	20% of 1 FTE Pyschiatric Advanced Practice Registered Nurse (Salary, Taxes and Benefits)
Provision of SBIRT services, Patient Intake, Connecting People to evidence- based programs in the community	\$52,500	\$17,500	\$70,000	75% of 1 FTE social worker (Salary, Taxes and Benefits)
EHR User License for each FTE	\$5,100	\$3,900	\$9,000	75% of user license fee for each FTE and 20% for the MAT provider; Telehealth Admin and Electronic Health Record admin license user fee = \$3,000 per user for 12 months
Provider Professional Training & Development	\$1,425	\$1,575	\$3,000	75% of annual training/professional development/CME for 1 FTE LCSW provider FTE; 20% of annual training/professional development/CME for MAT provider
Computer/Telephone/O ffice Supplies & equipment	\$5,000	\$5,000	\$10,000	Computer, Environment of Care supplies for therapeutic areas, consumable office supplies, telephone, other program equipment deemed necessary & appropriate for proposed services
Total	\$170,002	\$185,133	\$355,135	

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 748142

Entity Name: PREMIER COMMUNITY HEALTHCARE GROUP, INC.

FILED Jan 20, 2025 **Secretary of State** 3974407594CC

Current Principal Place of Business:

37912 CHURCH AVENUE DADE CITY, FL 33525

Current Mailing Address:

P.O. BOX 232 DADE CITY, FL 33526 US

FEI Number: 59-1964612

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

RESNICK, JOSEPH D 37912 CHURCH AVENUE DADE CITY, FL 33525 US

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

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail:

Title Name

Address

CHAIRMAN

COLEMAN, TONY

37912 CHURCH AVENUE

DADE CITY FL 33525 City-State-Zip:

Title

CEO

RESNICK, JOSEPH D

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Title

CFO

Name

BRANDT, AARON

Address

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

SIGNATURE: AARON BRANDT

CFO

01/20/2025